

State of Iowa
Retirement Investors' Club
Request for Proposal



Issued by:
The State of Iowa

2009

RFP0209005086

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SECTION 1: PURPOSE AND BACKGROUND

1.1 Purpose

The purpose of this Request for Proposal (“RFP”) is to hire providers to offer investment options, recordkeeping, and client services for participants in the State of Iowa’s supplemental retirement program, called the Retirement Investor’s Club (RIC). RIC is a voluntary program containing three plans: an employee contributory 457 plan (457 plan); an employer 401(a) match plan (401a plan); and an employee (both pretax and designated Roth) and employer contributory 403(b) Plan (403b plan), also known as a TSA (Tax-Sheltered Annuity). Offerors must submit one proposal to provide a single group product and accompanying services for all three plans. A summary of each plan is provided at: <http://das.hre.iowa.gov/ric.html> under “Forms and Documents”.

1.2 Administration

The Department of Administrative Services (DAS) administers RIC. DAS outsources most of the 403b plan administration to a third party administrator (TPA). DAS shall determine the quantity, quality, and acceptability of work, services, and materials provided as a result of this RFP. DAS shall decide all questions regarding performance and fulfillment of the agreement, including the obligations of the successful offeror.

1.3 Program Eligibility

The 457/401a plans cover eligible employees of the State of Iowa, including all three branches of government, eight community-based correctional districts, the Supreme Court Commissions, and the Iowa Fair Board. These plans do not cover those employed by the State of Iowa’s three public universities. These plans are available to other Iowa governmental entities, such as cities and counties. As of March 2009, seven other employers have joined these plans. Over 25,000 employees are eligible for the 457/401a plans, with approximately 60% currently contributing. Census information is available at: <http://das.hre.iowa.gov/ric.html>. All employees, except Legislators, are eligible for the 401(a) match plan.

The 403b plan covers eligible employees of the State of Iowa as well as employees of employers throughout the State in educational & education-related institutions (public school districts, community colleges and Area Education Agencies) that have elected to participate in RIC. As of March 2009, there are 357 employers who have joined RIC. These plans do not cover those employed by the State of Iowa’s three public universities. Census information is available at: <http://das.hre.iowa.gov/ric.html>.

1.4 Current Deferrals

Each employer processes all payroll change requests for the 457 and 403b plans. Participants in the 457 plan currently defer a portion of their salary to 4 different investment providers. Current assets are shown in RFP Attachment 12. Over \$1.8 M is invested by participants in the 457 plan each pay period (there are 24 eligible pay periods a year). Deferrals and deferral detail data are sent electronically to providers with current contracts, and will be sent in this manner to the successful offeror(s).

Each participating employer processes all payroll change requests for the 403b plan and remits the funds to a common remitter. Participants currently defer a portion of their salary to 6 different investment providers. Current assets are shown in RFP Attachment 12. Deferrals and deferral detail data are sent electronically by the common remitter to providers with current contracts, and will be sent in this manner to the successful offeror(s).

1.5 Match

Within the 457/401a plans, all of the State's current providers offer match plans. For the majority of employees, the State matches employee contributions on a \$1 match for every \$1 of employee contributions, up to \$75/month. SPOC-covered employees must contribute \$2 to receive \$1 in matching contributions.

Union	Match
Executive & Legislative Branches	
AFSCME	\$75/mo
SPOC	\$75/mo on a \$1 for \$2 basis
UE/IUP	\$75/mo
Non-contract	\$75/mo \$75/mo on a \$1 for \$2 basis*
Judicial Branch	
All employees	\$75/mo

*may change to \$75/mo on a \$1 for \$1 basis

Currently, all employer contributions to the 403b plan are placed in a 403b plan, not the 401a match plan.

1.6 Distributions

For the 457/401(a) plans, DAS sends termination data bi-weekly to providers with current contracts. Terminated participants who invest with these companies, and beneficiaries of deceased participants, are instructed to process distribution requests directly with the provider. DAS's signature or approval is not required. DAS anticipates continuing this practice with the successful offeror(s). Requests for in-service distributions must be processed by DAS.

For the 403b plan, participants and beneficiaries of deceased participants are instructed to process distribution requests through the TPA. The participant or beneficiary will submit the appropriate forms, along with the TPA's approval, to the provider. DAS's signature or approval is not required. DAS anticipates continuing this practice with the successful offeror(s).

1.7 Employee Education

DAS provides program education to employees at their work site and via live and recorded webcasts. At each employer's option, a successful offeror may be allowed to be available after the educational session to answer employee questions and distribute materials. If approved by the applicable employer, a successful offeror may hold educational sessions at the worksite during non-work times, such as during the lunch hour or immediately after the end of the normal work day. DAS requires that scheduling of such sessions be coordinated through the provider's client service representative in order to avoid duplicate requests from the same offeror. Employee education is an optional service an offeror may provide. It is not required as a part of this proposal.

SECTION 2. ADMINISTRATIVE PROCEDURES AND PROCUREMENT PROCESS

2.1 RFP Coordinator

The RFP Coordinator, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful offeror.

Jennifer Sandusky
Department of Administrative Services
Hoover State Office Building
1305 East Walnut
Des Moines IA 50319
Jennifer.sandusky@iowa.gov
(515) 281-0569
Fax (515) 281-5102

2.2 Restriction on Communication

From the date of issuance of this RFP until announcement of the successful offerors, offerors may contact only the RFP Coordinator. The RFP Coordinator will respond only to written questions (including e-mail) regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the RFP Coordinator in accordance with the timeline set forth in this RFP. In the event that an offeror or someone acting on the offeror's behalf attempts to discuss the RFP orally or in writing, with any other employee of the State of Iowa, the offeror may be disqualified. Offerors may continue to communicate with State staff regarding other business matters relative to State business.

2.3 Procurement Timetable

The dates set forth below are for informational purposes only. DAS reserves the right to change the dates.

Action	Date
Request for Proposal Issued	April 3, 2009
Deadline for Receipt of Questions	April 17, 2009
State Issues Response To Questions	May 1, 2009
Proposal Receipt Deadline	June 5, 2009
Proposals Evaluated and Scored. Possible Interviews.	June/July
Agreement Written, Reviewed and Signed by Parties.	August
Agreement Effective Date	January 1, 2010

2.4 Submission of, and Responses to, Written Questions

All inquiries, including any questions related to the terms and conditions of this RFP, should be made in writing and submitted to the RFP Coordinator at the address noted. Oral inquiries will not be accepted. The RFP Coordinator must receive all inquiries in writing no later 4:00 p.m. central time on the due date noted in Section 2.3 above. DAS's responses to questions will not identify the submitter and will be posted to the Department's web site at <http://das.hre.iowa.gov/ric.html> on or before the due date noted in Section 2.3 above.

2.5 Amendment to the Request for Proposal

DAS reserves the right to amend the RFP at any time. In the event it becomes necessary to amend, add to, or delete any part of the RFP, an amendment will be provided to all offerors who requested the original RFP, and will be posted on the DAS web page at <http://das.hre.iowa.gov/ric.html>. An offeror's response must include acknowledgement of the amendment.

2.6 Submission of Proposals

The proposal submitted by your company will constitute your company's unqualified consent to all of the procedures below.

2.6.1. The proposal submitted in response to this invitation will be considered the only submission after the due date. Revised proposals will not be permitted after proposals are opened, unless DAS requests additional or clarifying information. However, prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the RFP coordinator and signed by the offeror. Once a proposal is opened, it will be considered a firm and binding proposal, and may not be withdrawn from consideration.

2.6.2. Proposals facsimiled or electronically mailed will not be accepted. It is the offeror's responsibility to ensure that the proposal has been received by the deadline. Postmarking by the due date will not substitute for actual receipt.

2.6.3. In all cases, no verbal communication shall override written communication from DAS or the RFP Coordinator. No one is authorized to amend the specifications in any respect by any oral statement or to make any oral representation or interpretation in conflict with the provisions of the specifications.

2.6.4. Offeror representatives shall not contact any State official or staff member, other than the RFP Coordinator, to explain, amplify, or discuss submitted proposals. All such communications shall be with the RFP Coordinator. For violation of this provision, DAS shall reserve the right to reject the proposal by that offeror. Offerors may continue to communicate with State staff regarding other business matters relative to State business.

2.6.5. Proposals are to be prepared assuming an effective date of January 1, 2010.

2.6.6. Proposals must be clearly identified and submitted to the RFP Coordinator no later than 4:00 p.m. central time on the due date noted in Section 2.3 above. Late proposals will be shredded.

Thirteen paper copies of the proposal and two (2) electronic files must be submitted to:

Jennifer Sandusky
Department of Administrative Services
Human Resources Enterprise
1305 E Walnut, Level A
Des Moines IA 50319
Jennifer.sandusky@iowa.gov

One electronic copy of the proposal must be submitted to:

Brad Tollander
btollander@deloitte.com

The electronic copies may be sent via email, on CD/DVD, or other standard media. Of the two submitted to DAS, one must be the complete proposal and the other must have all confidential material redacted. The copy submitted to Deloitte must be a complete proposal.

The proposals are to be in two parts. One part is to be a "**Retirement Investors' Club - Technical Proposal**". The second part is to be a sealed "**Retirement Investors' Club – Administrative Fee Proposal**". The envelope(s) containing the sealed cost proposals must be clearly identified as described herein. Fee proposals will only be evaluated if all of the mandatory requirements are met by the offeror in the technical proposal.

A required fee quotation format is provided electronically and in the Fee Proposal section of this document. Any administrative, travel, or educational expenses are to be included in the proposal. DAS will not compensate the offeror in any way for this program.

2.7 Costs of Preparing the Proposal

Costs incurred for developing a proposal are the sole responsibility of the offeror. There will **not** be any reimbursement for these costs. If DAS should determine that offeror interviews are necessary, any costs associated with oral presentations to DAS will be the responsibility of the offeror and will in no way be billable to DAS.

2.8 Right to Negotiate with Finalists

DAS reserves the right to negotiate modifications to any of the requirement of this RFP or the proposed agreement with the successful offeror(s).

2.9 Waiver of Deficiencies & Nonmaterial Variations

DAS reserves the right to waive or permit cure of nonmaterial variances in a proposal provided if such waiver is in the best interests of the plans and their participants. Nonmaterial variances include minor informalities that do not affect responsiveness, variances that are merely a matter of form or format, variances that do not change the relative standing of other offerors, variances that do not prejudice other offerors, variances that do not change the meaning or scope of the RFP, or variances that do not reflect a material change in the services.

Failure to provide any mandatory requirements or information shall not be considered a nonmaterial variation that DAS can waive or permit cure. In the event DAS waives or permits cure of nonmaterial variances, such a waiver or cure will not modify the RFP requirements or excuse the offeror from full compliance with RFP specifications or other agreement requirements if the offeror is awarded the agreement. The determination of whether a particular matter constitutes a material or nonmaterial variation from the RFP is within the sole discretion of DAS.

2.10 Rejection of Proposals

At any time prior to the execution of the written agreement, DAS reserves the right to reject any or all proposals at its discretion in whole or in part, to amend and reissue this RFP, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP if it deems such actions to be in the best interests of DAS. A proposal will be rejected outright and not evaluated if an offeror fails to deliver its proposal by 4:00 p.m. central time, on the due date.

2.11 Copyrights

By submitting a proposal, the offeror agrees that DAS may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. By submitting a proposal, the offeror consents to such copying and warrants and represents that such copying will not violate the rights of any third party. DAS will have the right to use ideas or adaptations of ideas that are presented in the proposals.

2.12 Public Records and Requests for Confidentiality

2.12.1. All information submitted by an offeror may be treated as a public record by DAS unless the offeror properly requests that information be treated as confidential information at the time its proposal is submitted. The laws of the State of Iowa require that at the conclusion of the selection process, the contents of all proposals be placed in the public domain and be open to inspection by interested parties pursuant to Iowa Code chapter 22.

2.12.2. Any request for confidential treatment of information must be included in the transmittal letter with the offeror's proposal. In any such request, the offeror must enumerate the specific grounds under Iowa Code chapter 22 that support the treatment of materials as confidential and must also explain why disclosure of the information is not in the best interest of the public.

2.12.3. Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identified to the reader where it appears. All copies of the proposal submitted, as well as the original, must be marked in this manner. Identification of the entire proposal as confidential shall be deemed non-responsive and shall disqualify the offeror.

2.12.4. The information marked confidential shall be treated as confidential information to the extent such information is determined to be confidential under Iowa Code chapter 22 or other provisions by a court of competent jurisdiction.

2.12.5. In the event DAS receives a request for information marked confidential, written notice shall be given to the offeror prior to the release of the information to allow the offeror to seek injunctive relief pursuant to Iowa Code section 22.8.

2.12.6. An offeror's failure to request confidential treatment of material pursuant to this section and the relevant laws will be deemed by DAS as a waiver of any right to confidentiality that an offeror may have had.

2.13 Proposals Property of DAS

All proposals become the property of DAS and will not be returned to the offeror.

2.14 Construction of RFP and Laws and Rules

This RFP is to be construed in light of pertinent legal requirements. Changes in applicable laws and rules may affect the award process or the resulting agreement. Offerors are responsible for ascertaining pertinent legal requirements and restrictions.

2.15 Release of Claims

By submitting a proposal, each offeror agrees that it will not bring any claim or have any cause of action against the State of Iowa based on any misunderstanding concerning the information provided in this RFP or concerning the State's failure, negligence or otherwise to provide the offeror with pertinent information as intended by this RFP.

2.16 Proposal Duration

Any submitted proposal shall remain a firm, valid proposal for twelve (12) months after the proposal due date.

2.17 Gratuities

Iowa law provides that it is a felony to offer, promise or give anything of value or benefit to a State employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties.

SECTION 3. GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

DAS will require all successful offerors to sign an agreement setting forth the rights and responsibilities of the parties. DAS reserves the right to sign an agreement without further negotiation with the successful offeror(s) or to negotiate agreement terms with the selected offeror if the best interests of the plans and their participants would be served.

Attached to and made part of this RFP is the State of Iowa's standard agreement applicable to this RFP (RFP Attachment 2). Inclusion of the agreement in no way represents an offer to contract.

Proposals must include, as Proposal Attachment 2, a redlined (deletions shown with strikeouts, additions shown with underlining) copy of the attached standard agreement showing any and all change(s) that the offeror would propose to make. Any deviations to the requested services or material changes to agreement terms should be clearly noted in the Deviations Worksheet, Proposal Attachment 3. See RFP Attachment 3 for sample Worksheet. Any agreement language that is not modified with redlining shall be deemed to indicate that the offeror is willing to agree to that language as written. The number, nature and extent of requested revisions in each offeror's proposal will be an evaluation factor. Objections or responses that materially alter the RFP shall be deemed non-responsive and shall disqualify the offeror.

RFP Attachment 13 provides RIC's 403(b) Information Sharing Agreement. All successful Vendors will be required to sign this agreement, which may be amended from time to time.

SECTION 4. SERVICE REQUIREMENTS AND MINIMUM QUALIFICATIONS

Minimum qualifications are discussed below and in RFP Attachment 1. Offerors must respond to RFP Attachment 1 as Proposal Attachment 1.

4.1 Description of Required Services

The services defined in the final agreement between the State and the offeror(s) will be binding and will supersede this section of the RFP if different from the description of required services defined here.

- a. Provide investment options that have reasonable and competitive net-of-fee rates of return adjusted for the levels of risk taken
- b. Provide complete fee transparency to the State including the revenue made from each of the proposed investments.
- c. Maintain accounts and information for individuals, including beneficiary information.
- d. Provide services and information directly to employees, including investment planning tools and quarterly statements. Please note that the use of agents to assist participants is optional.
- e. Pay distributions directly to employees and beneficiaries with appropriate tax reporting.
- f. Share data with the State's third party administrator.

4.2 Minimum Offeror Qualifications

- 4.2.1** The offeror must be registered under the appropriate state and federal securities, insurance and/or banking laws and must be eligible to offer Section 401(a), 403(b) and Section 457

plans. The offeror shall be responsible for obtaining and maintaining all licenses required in order for the offeror's personnel to fulfill the required duties.

4.2.2 The offeror must not be a broker.

4.2.3 Insurance Companies:

- a. The offeror must have offered fixed and or variable annuity products to defined contribution plans for at least ten years ending December 31, 2008. Of these defined contribution plans, at least five plans must have at least 1000 participants and at least one of these plans must be a Section 457 plan.
- b. The offeror must have all of the following public ratings if proposing a general account:
 - i. At least two Claims-Paying Ability type ratings from the major rating services: Moody's, Fitch's or Standard & Poor's, of which one such rating must be from Moody's;
 - ii. No Claims-Paying Ability type rating less than "A+/A1";
 - iii. A rating of no less than "A" from A. M. Best Company

DAS retains the right to waive these requirements for offerors proposing a separate account.

- c. The offeror must have the following financial requirements based on the most recent publicly available statutory information:
 - i. Invested assets of at least \$2.0 billion and adjusted capital and surplus of at least \$200 Million;
 - ii. Adjusted capital and surplus, as a percentage of invested assets, of at least 6%; and
 - iii. A Risk Based Capital ratio in excess of 150%.

4.2.4 Mutual Funds/Investment Management Companies

- a. The offeror must have offered stable value or variable investment products to defined contribution plans for at least 10 years ending December 31, 2008. Of these defined contribution plans, at least five plans must have at least 1000 participants and at least one of these plans must be a Section 457 plan.
- b. The firm must have assets under management of at least \$5 billion or \$5 billion under advisement if the organization utilizes a fund-of-funds structure.

4.3 Minimum Proposal Qualifications

- 4.3.1** The offer made by the proposal, and any clarifications to that proposal, shall be signed by an officer of the proposing offeror empowered to bind the offeror in a contract.
- 4.3.2** Each offeror shall specifically stipulate in the transmittal letter that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFP, and all attachments.

4.4 Minimum Investment Requirements

4.4.1 The offeror must not charge a withdrawal fee, redemption fee, transfer fee, deferred sales charge, annual contract fee, reallocation fees, or sales load of any type at the plan or participant level including, but not limited to, normal benefit payments, in-service withdrawals, plan-to-plan transfers, rollovers out of the Plans, contract termination and transfer of assets, and assets transferred or exchanged to another Provider within the Plans. If the offeror currently maintains policies within RIC, the offeror must allow its current participants to move their funds from their existing product to the proposed product without fees or penalties and without restrictions.

4.4.2 In addition, the offeror cannot apply or levy a penalty or fee of any type, except for adjustments related to market valuation of a fixed investment product, upon liquidation, if DAS, for any reason, finds it necessary to move or transfer funds to protect employees or if DAS does not renew an agreement beyond its term.

4.4.3 Under no circumstances will there be any restrictions on the movement of funds within the offeror's product or outside the offeror's product, with the exception of money into or out of a fixed account due to an equity wash provision with a money market or similar fund within the offeror's product.

4.4.4 Excluding the fund investment expense ratio, all fees and charges that are expressed on a per-participant or other basis cannot exceed .20% of assets. Each offeror will be required to provide a demonstration of this requirement in the Section 8 of this RFP.

4.4.5 The investment product proposed must be a group product and must have an option in each of the following sub-asset classes. See the Investment Policy at <http://das.hre.iowa.gov/ric/forms.html> for more information on these asset classes. The product may offer other types of asset classes with approval.

- a. Principal Protection
 - i. Money Market
 - ii. Stable Value or Fixed Account
- b. Fixed Income
 - i. Core bond (intermediate-term, investment grade)
 - ii. High Yield
 - iii. Treasury Inflation Protected Securities (TIPS)
- c. Balanced
 - i. Traditional 60/40 balanced
- d. Domestic Equity – Active
 - i. Large Cap Value
 - ii. Large Cap Growth
 - iii. Mid Cap Value
 - iv. Mid Cap Growth
 - v. Small Cap Value
 - vi. Small Cap Growth

- e. Domestic Equity – Passive
 - i. Total U.S. Equity Index
 - ii. S&P 500 Index
 - iii. Mid Cap Index
 - iv. Small Cap Index
- f. International Equity
 - i. Developed Market – Active
 - ii. Developed Market – Passive
- g. Real Estate Investment Trust (REIT) and/or Real Estate

4.4.6 The following types of investments are not required, but desirable:

- a. Fixed Income
 - i. Short-term Treasury bond fund
 - ii. Long-term Treasury bond fund
 - iii. Mortgage-backed bond fund
 - iv. Foreign bond fund
- b. Balanced
 - i. Time-based lifecycle funds (suite of funds)
 - ii. Global balanced fund
- c. Total Return (Alpha) product
- d. Domestic Equity – Active
 - i. Micro Cap Stock
- e. Other Index funds
 - i. Total US bond market index
 - ii. World stock index
- f. International Equity
 - i. Emerging Markets
- g. Socially responsible funds
- h. Self-directed brokerage window

4.4.7 The investment offering proposed must permit the State to require changes to the fund offerings. These changes may include requiring the offeror to replace a fund with a similar investment option as requested by the State. The offeror will be responsible for notifying participants of the change in writing and providing customer service support to answer participant questions. It is expected that when a fund is replaced that assets will be mapped to the replacement fund and the offeror will be responsible for ensuring the accurate and timely transfer of participant Fund balances.

4.5 Asset Class Minimum Qualifications

In each of the Fund categories listed above, you must document in the applicable Proposal Attachments that the Fund must meet the minimum criteria listed below:

GENERAL

- a. Where “rate of return (*gross*)” data is requested below, state the returns *before* all investment management fees and costs assessed to each Fund. Where “rate of return (*net*)” data is requested, state the returns *after* all investment management fees and costs, including any administrative variable/wrap/asset-based charges.
- b. Returns-based style analysis will be used to confirm the proposed fund options have not displayed significant style drift from the category for which they are being proposed.

FUND SPECIFIC

Principal Protection

- i. *Three-year and five-year* annualized rates of return (*net*) near or above the Investment Policy benchmark.
- ii. General account products must meet the requirements for insurance companies in sec. 4.2.3 above. Pooled and separate account products must have average quality of at least “AA/Aa2” as determined by Standard & Poors/Moody’s.
- iii. A money market must have:
 - a. Minimum A1/P1 quality.
 - b. Repurchase agreements limited to 25% of Fund market value or limited to Treasury securities. Non-dollar securities limited to 10% of Fund market value.
 - c. Average maturity not greater than 180 days.

Domestic Equity - Active

- i. *Three-year and five-year* annualized rates of return (*net*) near or above the Investment Policy benchmark.
- ii. Minimum of 70% of assets invested in US stocks
- iii. Average cash/cash equivalent securities allocation over the last five years of less than or equal to 15% of the Fund’s market value.

Domestic Equity - Passive

- i. *Three-year and five-year* annualized rates of return (*net*) near the Investment Policy benchmark.
- ii. *Five-year tracking error* $\pm 0.40\%$.

- iii. Average cash/cash equivalent securities allocation over the last five years of less than or equal to 5% of Fund market value.

Balanced

- i. *Three-year and five-year annualized rates of return (net)* near or above the Investment Policy benchmark.
- ii. Minimum of 60% of stock holdings invested in US stocks (Does not apply to the proposed global balanced fund)

International Equity

- i. *For Actively Managed International Equity Funds*
 - a. *Three-year and five-year annualized rates of return (net)* near or above the Investment Policy benchmark.
 - b. Exposure to foreign equity securities or American Depositary Receipts of 80% or more of Fund market value.
 - c. Average cash/cash equivalent securities allocation over the last five years of less than or equal to 15% of the Fund's market value.
- ii. For Passively Managed International Equity Funds
 - a. A five-year tracking error relative to the index of $\pm 0.75\%$.
- iii. For global equity funds no more than 60% of the fund assets should be invested in US stocks.

Fixed Income

- i. Investment Grade Bond Funds
 - a. *Three-year and five-year annualized rates of return (net)* near or above the Investment Policy benchmark.
 - b. Average credit quality of "AA"
 - c. No more than 10% of the fund's market value below investment grade
 - d. Non-dollar securities limited to 20% of the funds market value
 - e. Average cash/cash equivalent securities allocation over the last three years of less than or equal to 10% of the Fund's market value.
- ii. TIPS Funds
 - a. Must invest at least 80% of fund assets in inflation-indexed bonds.
- iii. High Yield Bond Funds
 - a. Invest at least 80% of fund assets in high yield bonds and have an average credit quality of "B" or higher.

Real Estate

- i. Must invest at least 80% of fund assets in REITs or other real estate investments

- ii. Cash holdings limited to 20% of the fund's portfolio

Absolute Return (Alpha) Product

- i. Must offer a long-term rate of return greater than the Treasury Bill Index + 1%

4.6 Minimum Administrative Requirements

DAS requires each successful offeror to meet a number of minimum administrative requirements. These requirements are listed in a table in RFP Attachment 1. As Proposal Attachment 1, the offeror must include the table and affirmatively assert that it meets the minimum requirements.

4.7 Errors and Omissions Insurance

As Proposal Attachment 12, each offeror must either provide a copy of a certificate of insurance (not a statement or policy number) showing errors and omissions coverage with a minimum limit of \$1,000,000 per occurrence; or demonstrate that the offeror has alternative mechanisms, either through self-funding or another mechanism, to indemnify DAS from such errors and omissions with a minimum limit of \$1,000,000 per occurrence (e.g., a letter from an officer of the company confirming adequate protection).

If this requirement is met through the maintenance of "errors and omissions insurance", all certificates shall contain the following certification and cancellation terms in the same or substantially similar form:

"I hereby certify that I am an authorized representative of each of the insurance companies listed above, and the coverage afforded under the policies listed above will not be cancelled, materially changed, or allowed to expire unless sixty (60) days written notice has been received by the State of Iowa".

Name of Issuing Agency

Date of Issue of E&O insurance

Signature of Authorized Representative

Phone Number

SECTION 5. FORMAT AND CONTENT OF PROPOSAL

These instructions prescribe the format and content of the proposal and are designed to facilitate the submission of a proposal that is easy to understand and evaluate. Failure to adhere to the proposal format may result in the disqualification of the proposal.

5.1 Instructions

- a. All proposals should be prepared simply and economically providing a direct, concise delineation of the offeror's proposal and qualifications. Proposals must meet the criteria set forth in this Section.
- b. Proposals should be typed or printed on 8.5" x 11" paper.

- c. All pages of proposals must have consecutive page numbers.

5.2 Table of Contents

All proposals must include a table of contents and appropriate page number references.

5.3 Transmittal Letter

A transmittal letter is required. The transmittal letter shall be signed by an individual authorized to legally bind the offeror. The letter shall include the offeror's mailing address, telephone number, fax number, and email address.

A request for confidential treatment of information shall be included in the transmittal. Any request for confidential treatment must comply with all requirements for such requests as by Section 2 of the RFP. The absence of a request for confidential treatment shall be construed to mean that no portion of the proposal is requested by the offeror to be kept confidential.

5.4 Proposal Certification

Each offeror will sign and submit as Proposal Attachment 4 a certification stating that the contents of the proposal are true and accurate. The substance and form of the proposal certification is included in RFP Attachment 4. The proposal certification must be on the offeror's letterhead and signed by an individual with authority to legally bind the offeror. Failure to provide the certification required by this Section may result in the rejection of the proposal as noncompliant.

5.5 Contents of Proposal

The proposal submitted must respond to each section of the RFP. Specifically, the proposal must respond to sections 7 and 8 of the RFP, plus all applicable attachments, by restating the number and text of the requirement in sequence and writing the response immediately after the restated requirement indicating, where appropriate, that offeror has read, understands and will comply with the section or provide the required narrative response.

5.6 Certification of Independence and No Conflict of Interest

As Proposal Attachment 5, each offeror shall sign and submit a certification stating that the proposal was developed independently and that no relationship exists, or will exist during the agreement period, between offeror and the State that interferes with, or might interfere with, fair competition or is, or might be, a conflict of interest. The substance and form of the certification of independence and no conflict of interest is included as RFP Attachment 5. This certification must be on the offeror's letterhead and signed by an individual with authority to legally bind the offeror in contract. Failure to provide the certification required by this section may result in the rejection of the proposal as noncompliant.

5.7 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

As Proposal Attachment 6, each offeror shall sign and submit with the proposal a certification stating that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing services or transactions by any federal or state department/agency. The substance and form of the certification regarding debarment, ineligibility, and voluntary exclusion is included as RFP Attachment 6. This certification must be on the offeror's letterhead and signed by an individual with authority to legally bind the offeror in contract. Failure to provide the certification required by this section may result in the rejection of the proposal as noncompliant.

5.8 Authorization to Release Information

As Proposal Attachment 7, each offeror shall sign and submit with the proposal an authorization for the release of information to the State. The substance and form of the authorization is included as RFP Attachment 7. This authorization must be on the offeror's letterhead and signed by an individual with authority to legally bind the offeror in contract. Failure to provide the authorization required by this section may result in the rejection of the proposal as noncompliant.

SECTION 6. EVALUATION OF PROPOSALS

6.1 Award Process

All proposals will be reviewed for compliance and qualification in terms of the service requirements and minimum qualifications. Following this initial review, an Evaluation Committee will review and score all compliant proposals as well as select finalists. The Committee will consider all information provided in the proposal when scoring proposals and may consider relevant information from other sources. The State of Iowa reserves the right to award this agreement not necessarily to the offeror with the lowest cost but to the offeror(s) which will provide the best match to the needs and priorities of the plans and their participants.

6.2 Evaluation Process

The Evaluation Committee will prepare a recommendation as to the offeror(s) that should be selected by DAS. The Evaluation Committee may, in addition to consideration of written proposals:

- Conduct interviews and hear personal presentations from the representatives of offerors selected as finalists.
- Complete reference checks, visit offeror facilities, and take whatever additional actions are deemed appropriate in order to evaluate each offeror's service capabilities.
- Hold any additional meetings that may be required to negotiate a satisfactory contractual arrangement.

An initial review of minimally qualified candidates will be conducted to select a reasonable number of finalists for review by the Evaluation Committee. The Committee will review and evaluate technical proposals first, before reviewing cost proposals. Representatives of the Committee may perform reference checks of the finalists and will report the findings to the Committee. A final round of evaluation may include interviews of finalists.

The Evaluation Committee will assign points for each of the evaluation criteria set forth in Section 6.3. The Committee will base the points on its assessment of the offeror's response to each section.

6.3 Evaluation Criteria and Scoring

6.3.1. Basis for Evaluating Proposals

A. Areas of review. The selection of the offeror will be based on the Evaluation Committee's evaluation of each offeror in the following areas:

- Strength of the investments offered;
- Scope of services;
- Past performance in administering 457, 403(b) and 401(a) programs;
- The professional experience and number of staff assigned to DAS's account;

- The extent to which the requirements listed in all sections of this RFP are met or exceeded;
- Responses to the questions;
- Demonstrated financial strength, organizational size, and organizational stability; and
- Fees.

B. Preference for Iowa-based companies. In accordance with Iowa Code Section 8A.311(10), preference will be shown to Iowa-based companies where proposals submitted are comparable in price and meet the required specifications.

6.3.2. Evaluation Criteria and Scoring

A.	Organization/Experience	150 points
B.	Service	250 points
C.	Product	400 points
D.	Fees	200 points
TOTAL		1,000 Points

6.4 Notification of Successful Offeror(s)

After award of the agreement(s), all offerors will be notified of the successful offeror(s).

6.5 Verification of Proposal and Agreement Negotiation

The offerors shall meet all applicable contracting requirements imposed by this RFP and Iowa law. The successful offeror must, in a timely manner, enter into the agreement with DAS to implement the services contemplated by this RFP. It is expected that all such documentation will be executed within forty-five (45) days after the notification of the award. Failure of the successful offeror to agree to the terms of agreement within that time period may be grounds for DAS to award the agreement to another compliant offeror.

SECTION 7. SCOPE OF SERVICES AND PROPOSAL QUESTIONNAIRE

In order for your proposal to be considered and accepted, your organization must provide answers to the questions presented in this section. Each question must be answered specifically and in detail. Include both the question and the answer in your proposal. An electronic copy of this questionnaire has been provided to facilitate your response. Reference should not be made to a prior response unless the question involved specifically provides such an option. Be sure to refer to the earlier sections of this RFP before responding to any of the questions, so that you have a complete understanding of all of DAS's requirements with respect to the proposal.

If your proposal is different in any way (whether more or less favorable) from that indicated in this RFP, clearly indicate the deviation in Proposal Attachment 3. If you do not, the submission of your proposal will be deemed a certification that you will comply in every respect (including, but not limited to, coverage provided, funding method requested, benefit exclusions and limitations, underwriting provisions, etc.) with the requirements set forth in this RFP.

Please include any additional information in your proposal that you consider useful to DAS. However, responses to all of the questions set forth below must be provided

Answers that state it is the vendor's policy not to respond to a given question will be seen as non-responsive and no points will be given for that response.

7.1 Organization

1. Give a brief history of the firm, including the year organized, the nature of the firm's ownership and specific details with regard to any affiliated companies or joint ventures. Provide an organizational chart as Proposal Attachment 13 that diagrams the interrelationships between the professional staff, as well as parent-subsidiary or joint venture entities. Describe any pending agreement to sell or merge your company.
2. Which of your firm's offices would service this account? DAS requires each firm to designate one person as DAS's main client service representative. Describe the role you propose for this person. Please note that the expectation is that this individual's responsibility will be to manage all facets of the account without having agent/broker goals or quotas to meet. This person should be dedicated to plan sponsor issues and should not be serving as an agent or advisor for individual employees within the plan. Please provide a biography of this person in Proposal Attachment 14 and provide the following information:
 - a. Name
 - b. Phone number
 - c. Fax number
 - d. Email address
 - e. Mailing address
 - f. Total number of years with the firm and number of years with the firm as a client's main contact with the firm
3. DAS prefers, but does not require, to have one person in the offeror's home office assigned to DAS for account processing questions and concerns. This individual would be expected to assist DAS with transactions and client concerns regarding their accounts. It is not anticipated that this individual would be expected to assist participants directly with account inquiries or investment information. Please provide the following information on the individual proposed for this service:
 - a. Name
 - b. Phone number
 - c. Fax number
 - d. Email address
 - e. Mailing address
 - f. Total number of years with the firm and number of years with the firm in a similar situation,
4. Indicate which types of individuals are expected to receive variable compensation (such as commissions, bonuses, or incentive compensation) as the result of services performed under an agreement with DAS, should your firm be a successful offeror. If any of these individuals receive variable compensation, describe these compensation arrangements and what percentage of each type of individual's total pay is expected to be provided under the variable compensation arrangement.
5. As Proposal Attachment 15, insurance companies must attach a copy of their annual filing as of December 31, 2008 and previous two years' filings and must provide the last three years of data for the following:

- a. Invested assets and adjusted capital and surplus; and
- b. Risk-based capital ratio.

6. Provide the following information for your claims paying ratings:

	Vendor Name as Listed by Rating Agency	Rating	Date Last Reviewed	On Watch or Review?	Rating Agency #
AM Best					
Fitch					
Moody's					
S & P					

7. Is your firm a registered investment advisor? If so, as Proposal Attachment 16, attach the firm's current investment advisors' ADV Form, Part II (Corporate Review and Disclosure) including a current and the last two years' balance sheets.
8. If your firm has the following, please list the carrier and limits. Please provide certificates of insurance, and indicate whether you are willing to annually provide certificates.
 - a. Error and Omissions Insurance
 - b. Fidelity Bond
 - c. Fiduciary Liability Insurance
 - d. Directors and Officers Liability Insurance
9. In addition to the above, what other safety nets can you offer to RIC and plan participants (e.g. FDIC, SIPC, or other safeguards)? What type of safeguards or guarantees apply to your fixed account?
10. Is there any litigation, governmental investigation, or administrative proceeding pending against the firm? If yes, describe.
11. Have there been any judgments in the last 10 years against the firm for products and services similar to those presented in the proposal? If yes, describe.
12. In the past ten years, has your company been denied a license to do business in any state, a license as an agent or broker, or any other insurance license?
13. Describe your firm's disaster recovery plan, including system backup, off-site storage, and maximum recovery.
13. What security procedures are in place to assure the integrity of Internet transactions? Does an audit trail exist for transactions?
14. What do you regard as your firm's competitive strengths? What do you regard as your firm's weaknesses?

15. Discuss the overall business objectives of your firm with respect to future growth. Comment on any present or planned areas of emphasis over the near future as well as your short term strategy given the current economic situation.
16. If your company is acquired, what assurance would DAS have that there would be no impact on the product and services (both participant and plan sponsor) offered herein?

7.2 Experience

1. List total assets under management by your firm for each plan type separately: 457, 401a, 403b pretax and designated Roth 403b.
2. List your firm's largest (by asset size) five public 457 plan clients, including all of the following public information:
 - a. Whether these programs include a match plan
 - b. Amount of assets of each plan
 - c. Number of participants
 - d. Number of employees eligible to participate
 - e. Your fee structure
 - f. The year your relationship with the plan began
 - g. The number of other vendors offered by each client
3. For three of the 457 clients listed in your response to question 2 above, provide the following:
 - a. Client Name
 - b. Contact Name and Title
 - c. Telephone Number/Fax/Email Address
4. How many proposals have you submitted for similar products and services in the last three years? Of these, in how many were you successful?
5. List all 457 and 401(a) match clients your firm has lost in the last three years and reasons for such loss.
6. For how many clients does your company currently provide the requested services? As of January 1, 2009, complete a table for each of the following categories:
 - All 457 plans
 - All public sector 401(a) match plans

Plan Size	Number of plans	Average Number of Years Company Has Provided Service	Average Number of Investment Options	Total Company Assets
under 1,000 participants				
1000 to 4,999 participants				
5,000 to 9,999 participants				
10,000 to 24,999 participants				
25,000 to 49,999 participants				
Above 50,000 participants				
Total				

7.3 Agents (if you do not use agents to market the plan and assist participants, please answer this section with reference to the individuals who will provide these services)

1. Describe how your firm licenses or registers agents or representatives and how it decides how many agents to license. Do you use independent agents, a captured sales force, or some other arrangement?
2. How many agents will you target as a minimum to service this agreement?
3. Will agents be allowed to market for other providers within RIC?
4. How do you compensate agents, both in the first year an account is opened and in succeeding years?
5. Describe the requirements your firm places on agents before your firm allows them to sell your products, including any mandatory deferred compensation training. Describe how you train agents and keep them updated with current plan information, including forms and marketing material.
6. Do you encourage or require annual reviews between agents and clients? If so, how do you monitor whether reviews have taken place?
7. Provide a current list of agents who will be allowed to market your product to State of Iowa participants as Proposal Attachment 17.

7.4 Participant Customer Service

1. Please complete the following:

Call Center Metrics	Response
Days and hours call center representatives are available (CT)	
Number of potential call center representatives serving State of Iowa employees	
Number of call centers	
Average number of plans per call center representative	
Average length of call (minutes)	
Number of calls monitored	
Number of calls recorded	
Percentage of calls which require a call back	
Average response time	
Average abandonment rate	

2. Provide the phone numbers as follows for each plan type (457, 401a, and 403b):
 - a. VRU
 - b. Toll-free for enrollments
 - c. Toll-free for distributions
 - d. Toll-free for other services
3. List all ways a participant may make asset allocation changes. Do you have a form they can use?
4. Describe the services available through your toll-free customer service line. Are there any transactions that cannot be processed through this line?
5. Describe the services available through your voice-response unit (VRU). Are there any transactions that cannot be processed through the VRU?
6. What training is provided to customer service representatives and how are they updated with new information? What type of information is available to them when answering calls from RIC participants?
7. What is your policy for employees and agents concerning response time to phone and email messages? How is this monitored?
8. Describe your internet services, including:
 - a. the types of information a participant may see
 - b. the actions a participant may perform, such as making changes to personal information, beneficiary designations, asset allocation, or requesting a distribution
 - c. how many years of data that a participant may access
 - d. the types of information a non-participating employee may see
 - e. fund information, including historical returns
 - f. whether online enrollment is available now or in the foreseeable future

As Proposal Attachment 18, provide screen prints of the first page a non-participating employee would see when accessing your site, as well as the first page a participating employee would access after logging into your system with user id and password.

10. How are PINs distributed to participants? How may a participant request a PIN?
11. How often is information on your web updated, in particular account values?
12. List all ways a participant may enroll and any requirements for enrollment (e.g. must the enrollment application be completed by an agent). Do you allow default enrollments? If so, please explain how. Do you allow group enrollments?
13. Describe the process used during enrollment in regard to determining the suitability of investments for a particular client and any disclosures you require.
14. Please provide samples of the following in Proposal Attachment 19:
 - a. Enrollment forms/kits
 - b. Quarterly participant statements

7.5 Education and Planning Tools

1. Describe the basic online and written tools you provide to participants and non-participating eligible employees to help them determine how much to invest, their risk tolerance, and how to allocate their investments. For online tools, list the website addresses.
2. Describe any advanced tools or services, such as Morningstar or other services that provide guidance, advice, or other similar services, including any fees to be paid by the participant. Provide a copy of any forms or agreements DAS would need to execute to offer this tool or service to its participants in Proposal Attachment 20.
3. Do you offer live presentations, such as lunch & learns? If so, who gives the presentations? Who prepares the materials? How do you monitor the effectiveness of the presenter?
4. What is your position on offering investment advice? What fiduciary responsibility do you assume if advice is given?
5. What education do you offer to retirees to help them appropriately allocate their investments in their retirement years?
6. What importance do you place on retention of assets in employer plans?

7.6 Processing

1. Describe your process for posting contributions to accounts, including your average and maximum lengths of time to post funds received in good order.
2. What checks and balances do you have in place to ensure transaction integrity?
3. Will you process transactions (distribution requests, enrollments, beneficiary designations, etc) from faxed or emailed instructions? List any restrictions.

4. Describe how participants access forms for reallocation, distributions, beneficiary designations, and other transactions. Do you require your own forms or would you accept RIC forms, in particular for hardships and movement of funds within RIC?
5. Describe your distribution options for terminated participants.
6. Describe how you process distributions to participants. What is the average time from when you receive a distribution request in good order to the time the check is sent.
7. Will you deposit funds directly into participant bank accounts? List any restrictions
8. Describe how you process requests to move funds (rollovers or transfers) to other eligible accounts outside RIC. State whether you require letters of acceptance in such cases and whether you would waive this requirement for DAS if requested.
9. Describe your process for receiving funds from another provider within RIC, including what paperwork you require to deposit the funds.
10. Describe your process for receiving funds from another provider outside of RIC (rollovers and transfers in), including what paperwork you require to deposit the funds. State whether you require DAS or its TPA to approve the transaction and if so, how the approval would be obtained.
11. Explain your process for funds received for a participant for whom you have no open account.
12. Describe how you administer QDROs. Do you require your own form?
13. Describe how you process distributions based on unforeseeable emergencies (457) and financial hardships (403b). State what forms are needed and what you would expect as approval from DAS or its TPA.
14. Describe how you administer loans (403b plan only), including repayment.
15. How do you handle delinquent loans?

7.7 Plan Sponsor Customer Service

1. Please describe any qualifications or clarifications you would like to make regarding your company's ability to meet the requirements stated in this RFP. Are there any changes or suggestions you would make?
2. Describe your plan sponsor internet services, including:
 - a. the types of information a plan sponsor may see, including whether participant-specific quarterly statements are accessible to the sponsor
 - b. how accounts are accessed (account number, name, or both, and whether the 403b accounts are accessible under one plan number or under each employer's ID number)
 - c. how many years of data a plan sponsor may access
 - d. the types of reports a plan sponsor may access
 - e. the type of information available on participant accounts that have been closed or placed in a payment status
 - f. whether the sites to all 3 plans would be linked

3. DAS will provide termination dates for 457 and 401a participants. State whether you will require any other information from DAS to process a distribution for these plans.
4. DAS requires notification of all lump sum distributions and final payments (the last in a series of payments) so that we may close the account in our records. Notification includes name, account number, amount of distribution, date of distribution, and disposition (payment to participant, roll to another provider within our plan, roll to a plan outside DAS's program). State how you will provide DAS with this notification (electronically, via mail, etc) and how often it will be sent.
5. Please confirm that your firm is able to provide the reporting items found in DAS's Investment Policy.
6. DAS will likely require providers to take name changes from either DAS in the case of the 457/401a plan or from the third party administrator under the 403(b) plan. Will this be possible with your company?

7.8 Proposed Product and Investments

1. Describe the proposed product, including any available death benefit guarantees.
2. As Proposal Attachment 8, complete the table in RFP Attachment 8 showing your proposed funds.
3. Describe how you will monitor each of the funds on an ongoing basis.
4. Describe the due diligence process used in the selection of managers for your proprietary funds, if any are included in the proposed product.
5. As Proposal Attachments 9 and 10, for each proposed investment, complete the Fund Performance chart in RFP Attachment 9 and the Fund Investment Characteristics chart in RFP Attachment 10.
6. As Proposal Attachment 11, complete the Fund Fee chart found in RFP Attachment 11.
7. Describe your fixed rate account and the entity that guarantees the fund. What protections are in place with regard to this fund? If you are proposing a separate account, who may make claims on the account? Submit the separate account contract or other documentation evidencing the legal rights of the plan and its participants with respect to the separate account as Proposal Attachment 21. State the guaranteed minimum interest rate for your fixed rate account for the life of the agreement and how often interest rates are declared.
8. Do you have the ability to offer an Equity Index Annuity product to plan participants? If so, please describe the product and include literature about the product as Proposal Attachment 22. Please comment your ability to offer the product as part of the plan or is it offered as a separate product outside of the plan.

7.9 Performance Guarantees

Describe what performance guarantees you will offer and the impact on the offeror of a failure to meet the guarantee.

SECTION 8. ADMINISTRATIVE FEE PROPOSAL

The administrative fee proposal must be submitted in a separate, sealed envelope.

DAS reserves the right to select specific services according to the fees provided by the offeror and amend the proposed agreement accordingly.

Offeror Fee Quotation Format

For the services described in your response to this RFP, provide the information outlined below.

A. PRICING INSTRUCTIONS

1. You must fully describe all on-going fees and charges, excluding the fund investment expense ratios. The fund expense ratios will be evaluated from the funds proposed in RFP Attachment 8. These must include asset-based charges netted or deducted prior to the crediting of investment returns to participant accounts. It must also include all per-participant fees as well as mortality and risk or similar charges and any charges for distributions or annuitization.
2. Describe any variation based on whether the Participant's account is a 403(b), 457, 401(a) matching contribution account. If there are differences, explain the reason for the differences.
3. Fees must be fixed for the length of the agreement and an increase to the fees quoted during the agreement term will not be permitted.
4. Your quoted price must take into consideration all the requirements described in this RFP. No start-up costs or related fees may be charged to DAS or to Participants.

B. PRICING OPTIONS

As described in the RFP, DAS has not determined how many providers may be selected to provide services for its plans. For that reason your Price Proposal must identify any differences in your proposed price under the following alternatives:

<i>Alternative A</i>	<i>Alternative B</i>	<i>Alternative C</i>
<i>Your company is one of up to 3 providers</i>	<i>Your company is one of 4 to 5 providers</i>	<i>Your company is one of 6 or more providers</i>

RFP ATTACHMENTS

RFP ATTACHMENT 1 – MINIMUM QUALIFICATIONS

Please answer Yes or No to indicate your ability to comply or your agreement with the following statements

MINIMUM OFFEROR QUALIFICATIONS	Yes	No
▪ Offeror is offering all plans requested in this RFP		
▪ Offeror is registered to offer all plans requested in this RFP		
▪ Offeror is not a broker		
▪ If the offeror is an insurance company, the offeror must have offered fixed and or variable annuity products to defined contribution plans for at least ten years ending December 31, 2008. Of these defined contribution plans, at least five plans must have at least 1000 participants and at least one of these plans must be a Section 457 plan.		
▪ If Offeror is an insurance company, Offeror meets the public ratings required in 4.2.3(b).		
▪ If Offeror is an insurance company, Offeror meets the financial requirements in 4.2.3(c).		
▪ If Offeror is a mutual fund/investment management company, Offeror must have provided investment management services for at least 10 years. Of these defined contribution plans, at least five plans must have at least 1000 participants and at least one of these plans must be a Section 457 plan		
▪ If Offeror is a mutual fund/investment management company, the firm must have been in existence and must have been providing third party active investment management services for at least ten years as of December 31, 2008.		
▪ If Offeror is a mutual fund/investment management company, Offeror meets the financial requirements of 4.2.5(c).		

MINIMUM PROPOSAL QUALIFICATIONS	Yes	No
▪ The proposal is signed by an authorized person.		
▪ The offeror has provided a transmittal letter.		

MINIMUM INVESTMENT REQUIREMENTS	Yes	No
▪ Offeror shall comply with secs. 4.4.1, 4.4.2, and 4.4.3 regarding fees and restrictions.		
▪ Fees (excluding fund management fees) shall be no higher than .20% of assets.		
▪ Offeror affirms that DAS may require changes to the fund offerings as described in sec. 4.4.7.		
▪ Offeror affirms that the proposed offerings comply with the minimum qualifications in section 4.4.5 and 4.5.		

RFP ATTACHMENT 1 – MINIMUM QUALIFICATIONS

MINIMUM ADMINSTRATIVE REQUIREMENTS	Yes	No
▪ Administer all plans with identical investment and payment options.		
▪ Stay abreast of all federal, state, and local regulations impacting the services and plans provided and associated administrative processes. Notify DAS of the nature and impact of pending changes and make associated recommendations (if applicable).		
▪ Receive contributions and data electronically from DAS or its TPA.		
▪ Allow DAS to approve all employee communications and education prior to distribution to eligible employees.		
▪ Provide internet access to DAS, the plans' participating employers, and to employees, including access to product-specific information for non-participating employees.		
▪ Maintain a toll-free number for employee inquiries as well as a toll-free TDD line.		
▪ Provide an Interactive Voice Response (IVR) system to provide participant account and plan information.		
▪ Allow participants to make asset allocation changes without DAS's approval.		
▪ Provide plan sponsor reports and statistics to DAS as requested.		
▪ Make distributions payable from the 457 and 401a plans to terminated employees and to beneficiaries without DAS's approval or involvement, including a DAS signature on a company form.		
▪ Ability to send funds to other RIC providers without requiring a letter of acceptance.		
▪ Ability to process requests from DAS and its TPA for hardship distributions without requiring DAS or its TPA's signature on offeror's forms.		
▪ Ability to accommodate any future union contract requirements and changes.		
▪ Ability to process requests from DAS and its TPA for movement of funds to another RIC provider without requiring DAS or its TPA's signature on offeror's forms.		
▪ Prepare any required tax filings under the employee or beneficiary's identification number.		
▪ Monitor mandatory minimum distribution requirements and notify terminated participants and beneficiaries of deceased beneficiaries accordingly.		
▪ Provide DAS with an up-to-date list of all agents, if agents are utilized.		
▪ Prepare and distribute concise, consolidated quarterly statements to participants.		
▪ Provide daily valuations of all accounts.		
▪ Provide 403b information electronically to DAS's TPA using the format required by the TPA.		
▪ Provide separate accounting for all types of 403b contributions, including employer contributions and voluntary employee pre and post-tax contributions. Post-tax contributions include Roth and non-Roth contributions.		
▪ Ability to process rollovers for participants purchasing service credit in a defined benefit plan.		
▪ Ability to maintain beneficiary information for all plans.		

RFP ATTACHMENT 1 – MINIMUM QUALIFICATIONS

This Service Agreement (Agreement) for administration of the Retirement Investors' Club is between the State of Iowa, through the Iowa Department of Administrative Services, and _____. The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES

1.1 The State of Iowa, through the Department of Administrative Services ("DAS"), is authorized to enter into this Agreement. DAS's address is Hoover State Office Building, 1305 E Walnut, Level A., Des Moines, IA 50319.

1.2 Vendor information

SECTION 2. PURPOSE

The parties have entered into this Agreement for the purpose of retaining the Vendor to provide the administration of a portion of the State of Iowa's Retirement Investors' Club.

SECTION 3. DURATION OF AGREEMENT

The term of this Agreement shall be January 1, 2010 through December 31, 2015, unless terminated earlier in accordance with the Termination section of this Agreement.

SECTION 4. DEFINITIONS

The following words shall be defined as set forth below:

4.1 Agreement shall mean all parts of this Service Agreement, including, without limitation and by way of example, the first portion of this Agreement and the exhibits and attachments to this Agreement, the Request for Proposal, and the Vendor's Response thereto.

4.2 Deliverables shall mean all tangible items specified as deliverables or work product in Section 5 below.

4.3 "Internal Revenue Code", "Code", and "IRC" shall mean the Internal Revenue Code of 1986, as amended from time to time

4.4 Program shall mean the State of Iowa's Retirement Investors' Club, the State's supplemental retirement program. The Program consists of three plans, an IRC section 457 employee contribution plan, an IRC section 401(a) employer matching contribution plan, and an IRC section 403(b) tax-sheltered annuity plan. The 403(b) plan is funded through employer contributions, pretax employee salary reduction contributions, and post-tax designated Roth salary deductions.

4.5 Proposal shall mean the response by the Vendor to RFP0209005086, including any attachments, appendices, clarifications, addenda or other writings.

4.6 RIC shall mean the State of Iowa's Retirement Investors' Club.

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4.7 RFP shall mean Request for Proposal number RFP0209005086, as issued by DAS on April 3, 2009, including any attachments, appendices, clarifications, addenda or other writings.

4.8 State shall mean the State of Iowa.

SECTION 5. SCOPE OF SERVICES

5.1 Participant Services. The Vendor shall provide the following services in accordance with the defined performance expectations as set forth below.

5.1.1 The Vendor will process all enrollment applications, change requests (including increasing, decreasing, or stopping deferrals), and all exchange, transfer and rollover requests in a timely fashion and within the time lines set forth in laws and regulations. The Vendor shall process all requests to transfer 457/401a funds to another account within RIC upon receipt of a letter of instruction from DAS without the need for DAS to sign the Vendor's forms.

5.1.2 The Vendor shall provide and maintain a toll-free telephone number with an adequate number of incoming lines to respond to participant inquiries as well as a toll-free TDD line, or a reasonable alternative that provides services on a non-discriminatory basis, for the hearing impaired. Upon proper identification, the Vendor shall, to the extent possible, answer inquiries over the telephone.

5.1.3 Contributions to the 457 and 401a plans shall be remitted 24 times a year, consistent with DAS's current payroll processing schedule. Contributions to the 403b plan shall be received throughout the year, based on each employer's remittance schedule. The Vendor shall allocate all contributions, exchanges, transfers, and rollovers within two business days of receipt in good order, or such sooner time as may be required by state or federal law. Monies received by the Contractor without adequate participant investment instructions shall be held in a life stage or target date fund based on the participant's date of birth, with a default beneficiary of the participant's estate. In such cases, the Contractor must contact the participant in an attempt to receive a proper enrollment and beneficiary designation.

5.1.4 The Vendor shall provide participants with statements on at least a quarterly basis, detailing participants' year-to-date deferral amounts, exchanges, transfers, rollovers and account balance information, including changes in account values since the previous report date. These statements will be provided to participants within 30 days from the end of each statement period. Statements must be sent to participants' home addresses, not to DAS. The Vendor shall comply with the Program's rules regarding disclosure of fees and performance over time in a format developed by DAS.

5.1.5 The Vendor shall provide participants with unlimited opportunities to change investment fund allocation, subject to the Vendor's administrative rules and federal regulations regarding market timing and late trading. Asset allocation adjustments within a participant's records are to be determined by the participant.

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5.1.6 The Vendor shall provide participants with unlimited opportunities to increase, decrease, or stop their deferrals, within the limits of applicable law and subject to DAS's Program, without cost to the participant.

5.1.7 Participants shall have electronic access to their individual account information, including policy/account values and current allocations, including internet access and voice response systems. Participants shall be allowed to make adjustments to the allocations of assets electronically with the use of a personal identification number (PIN). The Vendor shall take adequate steps to reasonably ensure that participant PINs are secure.

5.1.8 The Vendor shall provide a complaint process, subject to DAS's approval, to address participant and DAS's complaints. The Vendor shall respond to all complaints within five working days, shall provide complainants with weekly updates on the status of the complaint, and shall resolve complaints within 30 working days. Complaints that cannot be resolved within 30 days must be reported to DAS when it becomes apparent to the Vendor that the complaint will not be resolved timely.

5.1.9 Upon receipt of an employee's termination date or date of death, the Vendor shall make distributions of 457 and 401(a) assets to participants, and to beneficiaries of deceased participants, without DAS approval. The Vendor shall make other distributions of 457 and 401(a) assets, such as for unforeseeable emergencies or transfers to other RIC providers, upon approval by DAS. The Vendor shall make all distributions of 403(b) account assets upon approval of DAS or its authorized representative. The Vendor shall perform all required tax withholdings and reportings.

5.2 Investment Duties

5.2.1 The Vendor shall offer investment funds that provide Participants with a variety of investment objectives. The Vendor shall offer the same funds for all three plans., unless otherwise approved by DAS. The Vendor shall not add funds without DAS's prior written consent. The Vendor shall not delete funds from products without giving DAS prior written notice. The Vendor acknowledges that DAS may request changes to the fund offerings. These changes may include requiring the Vendor to replace a fund with a similar investment option as requested by DAS. The Vendor will be responsible for notifying Participants of any changes in writing and providing customer service support to answer Participant questions. It is expected that when a fund is replaced, assets will be mapped to the replacement fund and the Vendor will be responsible for ensuring the accurate and timely transfer of Participant fund balances.

5.2.2 The Vendor shall submit information on each fund as specified in the Program's Statement of Investment Policy, and any other information requested by DAS so that DAS may evaluate each fund's performance.

5.2.3 The Vendor must not charge a withdrawal fee, redemption fee, transfer fee, deferred sales charge, annual contract fee, reallocation fees, or sales load of any type at the plan or participant level including, but not limited to, normal benefit payments, in-service withdrawals, plan-to-plan transfers, rollovers out of the Program, contract

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termination and transfer of assets, and assets transferred or exchanged to another provider within the Program.

5.2.4 The Vendor may offer a self-directed brokerage option.

5.3 Administrative Duties

5.3.1 The Vendor must be qualified to do business in the State of Iowa and must be registered under the appropriate state and federal securities, insurance and/or banking laws and be eligible to offer IRC section 401(a), section 403(b), and section 457 plans. The Vendor shall be responsible for obtaining and maintaining all licenses required in order for the Vendor to fulfill the required duties.

5.3.2 Upon reasonable prior notice and at reasonable times, the Vendor shall meet in Des Moines with DAS's staff to the extent necessary to discharge its duties under this Agreement.

5.3.3 The Vendor shall provide DAS's staff with adequate information and material to inform employees of the investment products and services offered by the Vendor.

5.3.4 The Vendor shall provide DAS's staff with all Program marketing materials and mass communications for approval prior to use.

5.3.5 In no case shall the Vendor solicit employees during normal work hours without DAS's written permission. The Vendor is allowed to call employees at work for the sole purpose of scheduling appointments to be held on non-work hours.

5.3.6 Vendors shall use the agreed-upon forms when enrolling or facilitating change requests from Participants. The Vendor shall use DAS's forms for such requests.

5.3.7 At DAS's discretion, the Vendor shall be responsible for the costs of designing, producing, and distributing a minimum amount of communication materials to be used by DAS regarding the Vendor's products and services that pertain to the Annuity Contracts. Such materials must be approved in advance by DAS.

5.3.8 The Vendor shall diligently safeguard against the potential for and promptly investigate reports of suspected fraud and abuse in situations affecting DAS's Program. The Vendor shall provide DAS with its anti-fraud plan upon DAS's request. The Vendor shall notify DAS of those civil and criminal fraud matters involving State employees as those situations may warrant.

5.3.9 The Vendor acknowledges that DAS has selected a third party administrator (TPA) to assist in administering the RIC 403(b) plan. The Vendor shall work cooperatively with the TPA in data and funds transmissions, provision of required information, and other items that may be requested by either DAS or its TPA. The Vendor shall sign an information sharing agreement with DAS.

5.4 Plan Sponsor Services

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5.4.1 DAS shall promptly transmit all employee and employer contributions to the Vendor.

5.4.2 DAS shall promptly review all marketing and mass communications submitted for review by the Vendor.

5.4.3 DAS shall respond to all reasonable requests for information and assistance from the Vendor.

5.4.4 DAS shall provide dates of termination of employment for individual participants to the Vendor.

5.5 Fees

The maximum fee the Vendor may charge to each Participant, excluding fund management and self-directed brokerage fees, is _____. The Vendor may not charge DAS any fees or expenses.

SECTION 6. TERMINATION

6.1 Termination for cause: DAS may terminate the Agreement at any time after fifteen (15) days written notice if the Vendor fails to carry out its provisions. Notwithstanding the above statement, the Vendor shall be paid promptly for services rendered up to the point of termination of the Agreement.

DAS shall provide the Vendor with fifteen (15) calendar days' written notice of conditions endangering performance. If, after such notice, the Vendor fails to remedy the conditions contained in the notice, DAS may do one or more of the following:

- terminate the Vendor's services; and
- exercise any remedy provided by law.

Pursuant to Section 11.27, the Vendor shall not be considered to be in default under this Agreement, nor shall monetary damages be assessed, if performance is delayed or made impossible by an act of God, or such other event that is beyond the reasonable control of the Vendor. In each such case, the delay or impossibility must be beyond the reasonable control of the Vendor.

Should the State obtain a money judgment against the Vendor as a result of a breach of this Agreement, the Vendor consents to such judgment being offset against monies owed the Vendor by DAS or the State under this or any other agreement with DAS or the State.

Amounts due to the State as monetary damages may be deducted by DAS or the State from any money payable to the Vendor pursuant to this or any other agreement. DAS or the State shall notify the Vendor in writing of any claims for damages on or before the date DAS or the State deducts such sums from money payable to the Vendor.

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Should the Vendor consider DAS to be in default of its obligations, the Vendor shall issue a written notice of default providing for an agreed time frame in which DAS shall have an opportunity to cure, provided that the cure is possible and feasible. If after opportunity to cure, the default remains, the Vendor may exercise any remedy provided by law.

Termination for lack of funds: Notwithstanding any other provisions of this Agreement, if funds anticipated for continued fulfillment of this Agreement are at any time not forthcoming or sufficient, either through the failure of the State to appropriate funds, or the discontinuance or material alteration of the program for which funds were provided, DAS shall give written notice as soon as practical documenting the lack of funding, discontinuance, or program alteration. Unless otherwise agreed to by the parties, the Agreement shall be terminated on the last day for which appropriations are available.

In no event shall DAS be liable for the payment of unemployment compensation to the Vendor's employees. DAS shall not be liable for the payment of equipment purchase, lease, or rental amounts for which the Vendor may be obligated nor shall DAS be liable for the payment of any other obligation of the Vendor. Notwithstanding the above, the Vendor shall be paid promptly for services provided up to the point of termination of this Agreement.

6.3 Termination for Convenience: DAS may terminate the Agreement without penalty on any day by giving written notice to the Vendor at least 30 calendar days prior to the termination. Notwithstanding the above, the Vendor shall be paid promptly for services performed to the point of termination of this Agreement.

The Vendor may terminate the Agreement without penalty on any given day by giving written notice to DAS at least one hundred eighty (180) calendar days prior to the termination.

SECTION 7. CONFIDENTIAL INFORMATION

7.1 Access to Confidential Data. The Vendor's employees, agents and subcontractors may have access to confidential data maintained by DAS and RIC's participating employers to the extent necessary to carry out its responsibilities under the Agreement. The Vendor shall presume that all information received pursuant to this Agreement is confidential unless otherwise designated by DAS or an applicable employer. Upon request, the Vendor shall provide to DAS a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Vendor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Vendor in connection with the performance of the Agreement. The Vendor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Agreement. The private or confidential data shall remain the property of DAS and RIC's participating employers at all times.

7.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of DAS, either during the period of the Agreement or thereafter. Any data supplied to or created by the Vendor shall be considered the property of DAS. The Vendor must return any and all data collected, maintained, created or used in the

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course of the performance of the Agreement in whatever form it is maintained promptly at the request of DAS.

7.3 Subpoena. In the event that a subpoena or other legal process is served upon the Vendor for records containing confidential information, the Vendor shall promptly notify DAS and cooperate with DAS in any lawful effort to protect the confidential information.

7.4 Reporting of Unauthorized Disclosure. The Vendor shall immediately report to DAS any unauthorized disclosure of confidential information.

7.5 Survives Termination. The Vendor's obligation under this Agreement shall survive termination of this Agreement.

SECTION 8. INDEMNIFICATION FOR THIRD PARTY CLAIMS

8.1 By the Vendor. The Vendor agrees to indemnify, defend and hold harmless the State, its officers, and employees, both appointed and elected and RIC's participating employers, their officers and employees, both appointed and elected, from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including the reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa, DAS, or RIC's participating employers related to or arising from:

- 8.1.1** Any breach of this Agreement; or
- 8.1.2** Any negligent or wrongful act or omission of the Vendor or any agent or subcontractor utilized or employed by the Vendor; or
- 8.1.3** The Vendor's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Vendor; or
- 8.1.4** Any failure by the Vendor to comply with any section of this Agreement; or
- 8.1.5** Any failure by the Vendor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income, and other taxes, fees, or costs required by the Vendor to conduct business in the State of Iowa; or
- 8.1.6** Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- 8.1.6** Any failure by the Vendor to adhere to the confidentiality provisions of this Agreement.

8.2 Indemnification by the State

- 8.2.1** The State shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the

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Vendor from and against any and all costs, expenses, losses, claims, damages, and liabilities arising directly out of the negligence or wrongful acts or omissions of any employee of the State while acting within the scope of the employee's office of employment in connection with the performance of this Agreement.

8.2.2 At the option of the State, the Vendor shall be represented by the Attorney General of the State or special counsel retained by the State or the Attorney General of the State with respect to any litigation brought by or against DAS or such persons with respect to any claims, damages, judgments, liabilities, or causes of action to which such persons may be subject and to which they are entitled to be indemnified hereunder.

8.2.3 If the State makes any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter collects any of such amounts from others, that person shall promptly repay such amounts to the State, without interest.

8.3 Survival. Indemnification obligation of the parties shall survive termination of this Agreement.

SECTION 9. LIMITATION OF LIABILITY BETWEEN THE PARTIES

The Vendor expressly acknowledges that DAS's benefit offerings are subject to legislative change by either the federal or state government. Should either legislative body enact measures that alter the benefit offerings, the Vendor shall not hold DAS liable in any manner for the resulting changes. DAS shall use best efforts to provide thirty (30) days' written notice to the Vendor of any legislative change. During the thirty-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this Subsection shall affect or impair DAS's right to terminate the Agreement pursuant to the termination provisions.

SECTION 10. WARRANTIES

10.1 Concepts, Materials, and Deliverables Produced. The Vendor represents and warrants that all the concepts, materials and Deliverables produced, or provided to DAS pursuant to the terms of this Agreement, shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and Deliverables.. The Vendor represents and warrants that the concepts, materials and the Deliverables and DAS's use of same and the exercise by DAS of the rights granted by this Agreement shall not infringe upon any other work, other than material provided by the Agreement to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

10.2 Good faith, professional practices. The Vendor represents and warrants that it shall perform all of the services hereunder in good faith and will use sound, professional practices in a competent and professional manner by knowledgeable, trained and qualified personnel.

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10.3 Authority to contract. The Vendor represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest to any person or entity.

10.4 Solicitation. The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement of understanding of commission, percentage, brokerage or contingency fee except bona fide employees maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, DAS shall have the right to award this Agreement without liability, or in its discretion, to deduct from the contract price or to otherwise recover, the full amount of such commission, percentage, brokerage or contingency.

10.5 Construction of Warranties Expressed in this Agreement with Warranties Implied by Law. All warranties made by the Vendor in all provisions of this Agreement and the Proposal by the Vendor, whether or not this Agreement specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to DAS, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor. The provisions of this Section apply during the term of this Agreement and any extensions or renewals thereof.

SECTION 11. AGREEMENT ADMINISTRATION

11.1 Independent Vendor. The status of the Vendor shall be that of an independent contractor. The Vendor, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa or any agency, division, or department of the State. Neither the Vendor nor its employees shall be considered employees of DAS or the State of Iowa for federal or state tax purposes. DAS will not withhold taxes on behalf of the Vendor (unless required by law).

11.2 Incorporation of Documents. Along with this document, the RFP, and amendments and written responses to offerors' questions (collectively RFP) and the Vendor's Proposal submitted in response to the RFP, form the Agreement between the Vendor and the DAS and are incorporated herein by reference.

11.3 Order of Priority. In the event of a conflict between the Agreement, the RFP and the Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Agreement; (2) the RFP; (3) the Proposal.

11.4 Compliance with the Law. The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the mandatory, if any, use of targeted small businesses as subcontractors suppliers. The Vendor, its employees, agents, and

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subcontractors shall also comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement. DAS shall provide notice to the Vendor of potential violations of this subsection 14.4 should DAS become aware of such potential violations.

11.5 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties.

11.6 Third-Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the State, DAS, RIC's participating employers, and the Vendor.

11.7 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the DAS or the State of Iowa.

11.8 Assignment. Neither party may assign the Agreement in whole or in part or any payment arising from the Agreement without the other party's prior written consent and subject to such reasonable conditions and provisions, as such party may deem necessary; provided, however, that the Vendor may so assign to an affiliate, related entity or successor in interest to all or substantially all of the assets or business of the Vendor.

11.9 Use of Third Parties. DAS acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Agreement. All subcontractors shall be subject to prior approval by DAS. The Vendor may enter into these contracts provided that the Vendor remains responsible for all services performed under this Agreement. All restrictions, obligations, and responsibilities of the Vendor under this Agreement shall also apply to the subcontractors. DAS shall have the right to request the removal of a subcontractor from the Agreement for good cause.

11.10 Integration. This Agreement represents the entire Agreement between the parties. The parties shall not rely on any representations, or other statements or warranties that may have been made, which are not included in this Agreement.

11.11 Headings or Captions. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

11.12 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, fiduciary relationship, joint venture, or other association of any kind of agent and principal relationship between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an

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obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

11.13 Joint and Several Liability. If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

11.14 Supersedes Former Contracts or Agreements. This Agreement supersedes all prior contracts or Agreements between DAS and the Vendor for the services described in this Agreement.

11.15 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of DAS and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

11.16 Notice

11.16.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to DAS:

Plan Administrator
Retirement Investors' Club
Department of Administrative Services
Hoover State Office Building
1305 E Walnut, Level A
Des Moines, IA 50319

If to the Vendor:

11.16.2 Each such notice shall be deemed to have been provided the earlier of:

11.16.2.1 At the time it is actually received; or,

11.16.2.2 Within one (1) business day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day of delivery; or,

11.16.2.3 Within five (5) business days after it is deposited in the U.S. Mail in the case of registered U.S. Mail as described above.

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11.16.3 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

11.17 Cumulative Rights. Except as specifically provided for herein, the various rights, powers, options, elections and remedies of any party provided in this Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

11.18 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

11.19 Time is of the Essence. Time is of the essence with respect to the performance of the terms of this Agreement.

11.20 Authorization. Each party to this Agreement represents and warrants to the other parties that:

11.20.1 It has the right, power, and authority to enter into and perform its obligations under this Agreement.

11.20.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principals of equity.

11.21 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

11.22 Audit and Examination of Records. The Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to contributions or any other documentation or materials pertaining to this Agreement, wherever such records may be located. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records.

11.23 Solicitation. The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

RFP ATTACHMENT 1 – MINIMUM QUALIFICATIONS

11.24 Obligations Beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of DAS and the Vendor incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Agreement.

11.25 Counterparts. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

11.26 Additional Provisions. The parties agree that if an Addendum, Rider or Exhibit is attached hereto by written agreement of the parties, and/or referred to herein, the same shall be deemed incorporated herein by reference.

11.27 Delay or Impossibility of Performance. The Vendor shall not be in default under this Agreement if performance is delayed or made impossible by circumstances or causes beyond its reasonable control, including, without limitation, an act of God, flood, fire, governmental action, war, violence, terrorism, failure to cooperate by any third party (other than a subVendor of Vendor) or the State, or similar events. In each such case, the delay or impossibility must be beyond the reasonable control and without the fault or negligence of the Vendor. If delay results from a subVendor's conduct, negligence or failure to perform, the Vendor shall not be excused from compliance with the terms and obligations of this Agreement.

11.28 Insurance Requirements. The Vendor shall maintain adequate insurance to fulfill its duties under this Agreement, including the duty to indemnify the State and DAS pursuant to Section 8 above.

SECTION 12. EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

RFP ATTACHMENT 1 – MINIMUM QUALIFICATIONS

RFP ATTACHMENT 3 – DEVIATIONS WORKSHEET

Section No.	Service	Steps to be Taken	Timetable to Remedy	Responsible Party	Additional Comments

RFP ATTACHMENT 3 – DEVIATIONS WORKSHEET

RFP ATTACHMENT 4 – PROPOSAL CERTIFICATION

Date

Jennifer Sandusky
Department of Administrative Services
1305 E Walnut, Level A
Des Moines IA 50319

**RE: Request for Proposals – Retirement Investors’ Club
-PROPOSAL CERTIFICATION-**

Ms. Sandusky:

I certify that the contents of the proposal submitted on behalf of (Name of Offeror) in response to the State of Iowa Request for Proposals – Retirement Investors’ Club, are true and accurate. I also certify that (Name of Offeror) has not made any knowingly false statements in this proposal.

Sincerely,

Name

Date

Title

**RFP ATTACHMENT 5 – CERTIFICATION OF INDEPENDENCE AND NO
CONFLICT OF INTEREST**

Date

Jennifer Sandusky
Department of Administrative Services
1305 E Walnut, Level A
Des Moines IA 50319

**RE: Request for Proposals – Retirement Investors’ Club
- CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF
INTEREST -**

Ms. Sandusky:

By submitting a proposal in response to the State of Iowa Request for Proposals – Retirement Investors’ Club, the undersigned certifies the following:

- 1 The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the State who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
- 2 The proposal has been developed independently, without consultation, communication or agreement with any other offeror or parties for the purpose of restricting competition.
- 3 Unless otherwise required by law the information found in this proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the agreement, directly or indirectly to any other offeror.
- 4 No attempt has been made or will be made by (Name of Offeror) to induce any other offeror to submit or not submit a proposal for the purpose of restricting competition.
- 5 No relationship exists or will exist during the agreement period between (Name of Offeror) and the State of Iowa that interferes with fair competition or that would create a conflict of interest.

Sincerely,

Name

Date

Title

**RFP ATTACHMENT 6 – CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION**

Date

Jennifer Sandusky
Department of Administrative Services
1305 W Walnut, Level A
Des Moines IA 50319

**RE: Request for Proposals – Retirement Investors’ Club
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION -**

Ms. Sandusky:

By submitting a proposal in response to the State of Iowa Request for Proposals – Retirement Investors’ Club, the undersigned certifies the following:

1. I certify that to the best of my knowledge, (Name of Offeror) and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by a Federal department or agency; (b) have not within a three year period preceding this proposal been convicted of, or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for other criminally or civilly charge by a government entity (federal, state, or local) with the commission of any of these offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause.
2. This certification is a material representation of fact upon which the State of Iowa has relied when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the State may pursue available remedies including suspension, debarment, or termination of the contract.

Sincerely,

Name

Date

Title

RFP ATTACHMENT 7– AUTHORIZATION TO RELEASE INFORMATION

Date

Jennifer Sandusky
Department of Administrative Services
1305 E Walnut, Level A
Des Moines IA 50319

**RE: Request for Proposals – Retirement Investors’ Club
- AUTHORIZATION TO RELEASE INFORMATION -**

Ms. Sandusky:

The undersigned hereby authorizes the State of Iowa to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matters pertinent to the evaluation and selection of a successful offeror in response to Request for Proposals – Retirement Investors’ Club.

The undersigned hereby releases, acquits, and forever discharges the State of Iowa, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the State in the evaluation and selection of a successful offeror in response to Request for Proposals – Retirement Investors’ Club.

The undersigned hereby authorizes representatives of the State to contact any and all of the persons, entities, and references that are, directly or indirectly, listed, submitted, or referenced in the undersigned proposal submitted in response to Request for Proposals – Retirement Investors’ Club.

The undersigned further authorizes any and all persons or entities to provide information, data, and opinions with regard to the undersigned’s performance under any contract, agreement, or other business arrangement, the undersigned’s ability to perform, the undersigned’s business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits, and forever discharges any such person or entity, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the State in the evaluation and selection of a successful offeror in response to Request for Proposals – Retirement Investors’ Club.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Name

Date

Title

RFP ATTACHMENT 8 – PROPOSED INVESTMENT OFFERINGS

Instructions: Each offeror will be expected to propose a fund in each of the sub-asset class categories designated as “Required”. Fund’s proposed in the sub-asset classes identified as “Optional” will be evaluated as part of the proposal.

Asset Class	Sub-Asset Class	Proposed Fund Name	Market Benchmark	Peer Group	Ticker Symbol (if applicable)	Total Fund Expense Ratio
Principal Protection	Stable Value/GIC (Required)		91 Day T - Bills	Stable Value Style		
	Money Market (Required)		90 Day T - Bills	Money Market Style		
Fixed Income	Intermediate Term – High Quality (Core Bond) (Required)		Barclays Capital Aggregate Bond Index	Core Bond Style		
	High Yield (Required)		Barclays Capital Credit High Yield Index	High Yield Style		
	Treasury Inflation Protected Bonds (Required)		Barclays Capital Inflation Notes Index	TIPS Style		
	Short-term Treasury Bond (Optional)		Barclays 1-5 Year Treasury Index	Short U.S. Treasury Style		
	Long-term Treasury Bond (Optional)		Barclays US Long Treasury Index	General U.S. Treasury Style		
	Government Mortgage (Optional)		Barclays Capital GNMA Index	Mortgage Fixed Style		
	Foreign Bond Fund (Optional)		Citigroup Non-U.S. Dollar World Government Bond Index	International Income		
Balanced	Traditional Balanced (Required)		60% S&P 500/ 40% Barclays Capital Aggregate Bond Index	Domestic Balanced Style		
	Lifecycle Funds (Optional)		Customized benchmarks established by proportional allocation of the benchmarks of the underlying asset classes	Lipper Mixed-Asset time-based peer group		
	Global Balanced (Optional)		FTSE World Index	Lipper Global Flexible Portfolio		
Domestic Equity Active	Large Cap Value (Required)		S&P 500 Value Index	Large Cap Value Style		
	Large Cap Growth (Required)		S&P 500 Growth Index	Large Cap Growth Style		
	Mid Cap Value (Required)		S&P Mid Cap Value Index	Mid Cap Value Style		
	Mid Cap Growth (Required)		S&P Mid Cap Growth Index	Mid Cap Growth Style		
	Small Cap Value (Required)		Russell 2000 Value Index	Small Cap Value Style		
	Small Cap Growth		Russell 2000	Small Cap Growth		

RFP ATTACHMENT 8 – PROPOSED INVESTMENT OFFERINGS

	(Required)		Growth Index	Style		
Domestic Equity - Passive	Total U.S. Equity Index (Required)		Russell 3000 or Wilshire 5000	Multi-Cap Core		
	Core Equity Passive S&P 500 (Required)		S&P 500 Index	S&P 500 Style		
	Mid Cap Blend (Required)		S&P 400 Index	Mid Cap Blend Style		
	Small Cap Blend (Required)		Russell 2000 Index	Small Cap Blend Style		
	Total U.S. Bond Market Index (Optional)		Barclays US Aggregate Bond Index	Intermediate Investment Grade Debt		
	World Stock Index (Optional)		FTSE All World Index	Global Large Cap Core		
	Equity Index Annuity (Optional)		N.A.	N.A.		
Real Estate (Propose either 1 or 2 options)	Real Estate Investment Trusts (REITs)		DJ Wilshire REIT Index	Real Estate Funds		
	Real Estate		NCREIF	Total Real Estate		
International Equity	Developed Markets-Active (Required)		MSCI EAFE	Non-U.S. Equity Style		
	Developed Markets – Passive (Required)		MSCI EAFE	Non-U.S. Equity Style		
	Emerging Markets (Optional)		MSCI Emerging Markets Index	Emerging Markets		

RFP ATTACHMENT 9 – FUND PERFORMANCE

It is expected that each offeror will submit an Excel spreadsheet as part of the proposal process detailing the quarterly performance returns of each proposed investment option. Please provide 10 years of returns (40 quarters) or returns since inception of the fund if it has not been in existence for ten years. Please provide returns in column format, earliest first. See sample below:

<i>Time Period</i>	<i>Fund Name</i>	<i>Fund Name</i>	<i>Fund Name</i>	<i>Etc.....</i>
1Q2008	3.45			
2Q2008	-6.54			
3Q2008	-5.89			
4Q2008	-15.79			
1Q2009	TBD			

**State the returns after all investment management fees and costs, including any administrative variable/wrap/asset-based charges. For purposes of analysis, we are looking to evaluate the performance a participant would have experienced had they been invested in the proposed offering.

RFP ATTACHMENT 10 – FUND CHARACTERISTICS

Please provide the 1q 2009 fund fact sheet for each proposed investment option. At a minimum the fact sheet should provide an overview of the fund's philosophy, manager and manager tenure. Additionally, fixed income and/or equity statistics should also be included in the fact sheet.

RFP ATTACHMENT 11 – FUND FEES

Below is a portion of the required information, placed here so the Offeror can easily identify the appropriate chart to be submitted. The full chart is a separate item on DAS's website. The full chart must be submitted.

Fund Fees

Please populate all yellow highlighted sections

Fund Lineup

403(b), 457, 401(a) Plans - Required Funds

Propose a fund that will meet the needs of the State of Iowa participants.

Asset Class	Proposed Funds	Ticker	Assets	Management Fees
Stable Value or Fixed Account			\$0	0.00%
Money Market			\$0	0.00%
Intermediate Term Core Bond			\$0	0.00%
Treasury Inflation Protected Securities (TIPS)			\$0	0.00%
High Yield Bond			\$0	0.00%
Traditional Balanced (60/40)			\$0	0.00%
Large Cap Growth			\$0	0.00%
Large Cap Value			\$0	0.00%
Mid Cap Growth			\$0	0.00%
Mid Cap Value			\$0	0.00%
Small Cap Growth			\$0	0.00%
Small Cap Value			\$0	0.00%
Total U.S. Equity Index - Passive			\$0	0.00%
S&P 500 Index - Passive			\$0	0.00%
Mid Cap Index - Passive			\$0	0.00%
Small Cap Index - Passive			\$0	0.00%
International Developed Market - Active			\$0	0.00%
International Developed Market - Passive			\$0	0.00%
Real Estate			\$0	0.00%
Totals			\$0	

RFP ATTACHMENT 12 – CURRENT ASSETS

Type of Provider	457	401a	403b
Active Providers	\$273,826,487	\$47,199,579	\$151,113,354
Inactive Providers	\$40,159,873	\$563,946	unknown
Total	\$313,986,360	\$47,763,525	\$151,113,354

RFP ATTACHMENT 13 – INFORMATION SHARING AGREEMENT

RIC 403(b) INFORMATION SHARING AGREEMENT

This Information Sharing Agreement ("Agreement") is entered into by the State of Iowa, Retirement Investors' Club (RIC) and _____ ("Provider"). The Agreement establishes that RIC and the Provider shall share data beginning January 1, 2010, regarding accounts within RIC's plan. This Agreement is intended to satisfy the requirements of Section 403(b) of the Internal Revenue Code and related regulations.

A. RIC represents:

1. That it is eligible to offer programs under §403(b) of the Internal Revenue Code of 1986, as amended (the Code);
2. That it has established and maintains a program for eligible employees intended to qualify under §403(b) of the Code ("403(b) Plan");
3. That various public school districts, community colleges, and area education agencies (collectively referred to herein as Employers) located in Iowa have joined RIC, and that assets held in employer plans are now RIC plan assets;
4. A listing of all employers who have joined RIC, and whose employees' accounts are within RIC's plan, is provided as Attachment A;
5. For calendar year 2010, RIC has ___ active, approved providers able to receive new contributions: _____ ("Approved Providers"); and
6. That on or before January 1, 2009, RIC has adopted a written 403(b) plan document which shall authorize Exchanges executed under this Agreement and shall establish a means of providing a copy of the document and any updates, amendments or other changes to the Provider. Employers shall adopt the plan document through an adoption agreement.

B. Provider represents:

1. That, for any Exchanges received by the Provider, the employee's accumulated benefit under the Provider's 403(b) annuity contract and/or custodial account after an Exchange shall be at least equal to the accumulated benefit of the employee's annuity contract and/or custodial account immediately prior to the Exchange, as such accumulated value is defined for purposes of applicable federal income tax regulations;
2. That, for any Exchanges received by the Provider, the distribution restrictions applicable to the Provider's annuity contract and/or custodial account are at least as restrictive as the distribution requirements applicable to the 403(b) annuity contract and/or custodial account prior to the Exchange;
3. That it will, upon receiving a copy of the written 403(b) plan document, comply with its terms and conditions, provided that such plan document may not enlarge the rights of the participant or the Employers under the annuity contract and/or custodial account without the consent of the Provider and, where applicable, the participant;
4. That the Provider shall comply in all respects with the requirements of §403(b) of the Code and other relevant provisions of federal law; and
5. That it will, in the event of a tax audit of RIC or an Employer, provide necessary information relating to the 403(b) Plan as requested.

RFP ATTACHMENT 13 – INFORMATION SHARING AGREEMENT

C. RIC and Provider Agree:

1. That each, or their authorized representatives, shall exchange information necessary for compliance with the requirements of §403(b) and related Code sections and other applicable laws and regulations, including, but not limited to information on employment status, contributions and transactions made to or from other 403(b) annuity contracts and/or custodial accounts under the 403(b) Plan, information on other Exchanges, loans and hardship withdrawals (as permitted under the 403(b) Plan) and any other information necessary to facilitate activities permitted under the terms of the 403(b) Plan or tax compliance and reporting, as such information and details of such Exchange shall be determined from time to time by agreement between RIC and the Provider.
2. That Provider shall indemnify and hold harmless RIC, the State of Iowa, its employees and officers, both appointed and elected, and all applicable Employers, any member of an Employer's governing board, and an Employer's employees from any claim, demand, or suit which may arise out of, be connected with, or be made due to the Provider's failure, through negligence or otherwise, to fulfill its obligations under this Agreement. However, this indemnification shall not cover any claim, demand or suit based on erroneous information provided by RIC, its Employers, employees, former employees or legal representatives of such parties, or any willful misconduct or negligence by such parties. Provider shall, at its own expense and risk, defend, or at its option, settle any legal proceeding brought against Employer based on any claim, demand or suit covered by this indemnification, provided that Provider is notified by Employer, in writing, within thirty (30) days of Employer's receipt of such claim or demand. Provider's liability under this indemnification is limited to actual damages and out-of-pocket legal fees and expenses only.
3. This Agreement may be amended only in a written document signed by the parties. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, provided, however, that no amendment or the termination of this Agreement shall terminate or limit the information sharing necessary to comply with Code § 403(b) and the regulations with respect to any Contracts existing prior to the date of such amendment or termination or affect any liability incurred by the Provider prior to the date of such amendment or termination.
4. That, for purposes of this Agreement, "Exchange" means the tax-free exchange (as defined under applicable federal income tax regulations under Code Section 403(b)) of all or some portion of an employee's 403(b) annuity contract and/or custodial account from another investment provider, or from another annuity contract and/or custodial account of the Provider, to a 403(b) annuity contract and/or custodial account with approved Provider under RIC's plan for the purpose of changing investments.
5. That the dates set forth in this Agreement, except for the execution date, are automatically extended to conform to any later available compliance dates that may be provided under applicable guidance issued after this Agreement is executed.
6. That the benefits and obligations of this Agreement apply to each party and to its heirs, successors and assigns. The parties agree that written notice will be provided to the other party of any heirs, successors and assigns which assume the benefits and obligations of this Agreement as soon as possible after such assumption.

RFP ATTACHMENT 13 – INFORMATION SHARING AGREEMENT

RFP ATTACHMENT 13 – INFORMATION SHARING AGREEMENT

Provider Approval

RIC Approval

Provider Name:

State of Iowa Retirement Investors' Club

Provider Address:

RIC Address:

DAS-HRE
1305 E. Walnut, Level A
Des Moines IA 50319

By: _____
Signature

By: 

Name: _____
(print or type)

Name: Jennifer Sandusky

Phone: _____

Phone: 515-281-0569

Date: _____

Date: _____

RFP ATTACHMENT 13 – INFORMATION SHARING AGREEMENT

Attachment A

ADAIR-CASEY COMMUNITY SCHOOL DISTRICT	CENTERVILLE COMMUNITY SCHOOL DISTRICT	EASTERN ALLAMAKEE COMMUNITY SCHOOL DISTRICT
ADEL-DE SOTO-MINBURN COMMUNITY SCHOOL DISTRICT	CENTRAL COMMUNITY SCHOOL DISTRICT	EDDYVILLE-BLAKESBURG COMMUNITY SCHOOL DISTRICT
AGWSR COMMUNITY SCHOOL DISTRICT	CENTRAL CITY COMMUNITY SCHOOL DISTRICT	EDGEWOOD-COLESBURG COMMUNITY SCHOOL DISTRICT
A-H-S-T COMMUNITY SCHOOL DISTRICT	CENTRAL CLINTON COMMUNITY SCHOOL DISTRICT	ELDORA-NEW PROVIDENCE COMMUNITY SCHOOL DISTRICT
AKRON WESTFIELD COMMUNITY SCHOOL DISTRICT	CENTRAL DECATUR COMMUNITY SCHOOL DISTRICT	ELK HORN-KIMBALLTON COMMUNITY SCHOOL DISTRICT
ALBERT CITY-TRUESDALE COMMUNITY SCHOOL DISTRICT	CENTRAL LEE COMMUNITY SCHOOL DISTRICT	ENGLISH VALLEYS COMMUNITY SCHOOL DISTRICT
ALBIA COMMUNITY SCHOOL DISTRICT	CENTRAL LYON COMMUNITY SCHOOL DISTRICT	ESSEX COMMUNITY SCHOOL DISTRICT
ALDEN COMMUNITY SCHOOL DISTRICT	CHARITON COMMUNITY SCHOOL DISTRICT	ESTHERVILLE LINCOLN COMMUNITY SCHOOL DISTRICT
ALGONA COMMUNITY SCHOOL DISTRICT	CHARLES CITY COMMUNITY SCHOOL DISTRICT	EXIRA COMMUNITY SCHOOL DISTRICT
ALLISON-BRISTOW COMMUNITY SCHOOL DISTRICT	CHARTER OAK-UTE COMMUNITY SCHOOL DISTRICT	FAIRFIELD COMMUNITY SCHOOL DISTRICT
ALTA COMMUNITY SCHOOL DISTRICT	CHEROKEE COMMUNITY SCHOOL DISTRICT	FARRAGUT COMMUNITY SCHOOL DISTRICT
AMES COMMUNITY SCHOOL DISTRICT	CLARINDA COMMUNITY SCHOOL DISTRICT	FOREST CITY COMMUNITY SCHOOL DISTRICT
ANAMOSA COMMUNITY SCHOOL DISTRICT	CLARION-GOLDFIELD COMMUNITY SCHOOL DISTRICT	FORT DODGE COMMUNITY SCHOOL DISTRICT
ANDREW COMMUNITY SCHOOL DISTRICT	CLARKE COMMUNITY SCHOOL DISTRICT	FORT MADISON COMMUNITY SCHOOL DISTRICT
ANITA COMMUNITY SCHOOL DISTRICT	CLARKSVILLE COMMUNITY SCHOOL DISTRICT	FREDERICKSBURG COMMUNITY SCHOOL DISTRICT
ANKENY COMMUNITY SCHOOL DISTRICT	CLAYTON RIDGE COMMUNITY SCHOOL DISTRICT	FREMONT COMMUNITY SCHOOL DISTRICT
ANTHON-OTO COMMUNITY SCHOOL DISTRICT	CLEAR CREEK-AMANA COMMUNITY SCHOOL DISTRICT	FREMONT-MILLS COMMUNITY SCHOOL DISTRICT
APLINGTON-PARKERSBURG COMMUNITY SCHOOL DISTRICT	CLEAR LAKE COMMUNITY SCHOOL DISTRICT	GALVA-HOLSTEIN COMMUNITY SCHOOL DISTRICT
AR-WE-VA COMMUNITY SCHOOL DISTRICT	CLINTON COMMUNITY SCHOOL DISTRICT	GARNER-HAYFIELD COMMUNITY SCHOOL DISTRICT
ATLANTIC COMMUNITY SCHOOL DISTRICT	COLFAX-MINGO COMMUNITY SCHOOL DISTRICT	GEORGE-LITTLE ROCK COMMUNITY SCHOOL DISTRICT
AUDUBON COMMUNITY SCHOOL DISTRICT	COLLEGE COMMUNITY SCHOOL DISTRICT	GILBERT COMMUNITY SCHOOL DISTRICT
AURELIA COMMUNITY SCHOOL DISTRICT	COLLINS-MAXWELL COMMUNITY SCHOOL DISTRICT	GLADBROOK-REINBECK COMMUNITY SCHOOL DISTRICT
BALLARD COMMUNITY SCHOOL DISTRICT	COLO-NESCO COMMUNITY SCHOOL DISTRICT	GLENWOOD COMMUNITY SCHOOL DISTRICT
BATTLE CREEK-IDA GROVE COMMUNITY SCHOOL DISTRICT	COLUMBUS COMMUNITY SCHOOL DISTRICT	GLIDDEN-RALSTON COMMUNITY SCHOOL DISTRICT
BAXTER COMMUNITY SCHOOL DISTRICT	COON RAPIDS-BAYARD COMMUNITY SCHOOL DISTRICT	GMG COMMUNITY SCHOOL DISTRICT
BCLUW COMMUNITY SCHOOL DISTRICT	CORNING COMMUNITY SCHOOL DISTRICT	GREENE COMMUNITY SCHOOL DISTRICT
BELLE PLAINE COMMUNITY SCHOOL DISTRICT	CORWITH-WESLEY COMMUNITY SCHOOL DISTRICT	GRINNELL-NEWBURG COMMUNITY SCHOOL DISTRICT
BELLEVUE COMMUNITY SCHOOL DISTRICT	COUNCIL BLUFFS COMMUNITY SCHOOL DISTRICT	GRUNDY CENTER COMMUNITY SCHOOL DISTRICT
BELMOND-KLEMME COMMUNITY SCHOOL DISTRICT	CRESTON COMMUNITY SCHOOL DISTRICT	GUTHRIE CENTER COMMUNITY SCHOOL DISTRICT
BENNETT COMMUNITY SCHOOL DISTRICT	DALLAS CENTER-GRIMES COMMUNITY SCHOOL DISTRICT	HAMBURG COMMUNITY SCHOOL DISTRICT
BENTON COMMUNITY SCHOOL DISTRICT	DANVILLE COMMUNITY SCHOOL DISTRICT	HAMPTON-DUMONT COMMUNITY SCHOOL DISTRICT
BETTENDORF COMMUNITY SCHOOL DISTRICT	DAVENPORT COMMUNITY SCHOOL DISTRICT	HARLAN COMMUNITY SCHOOL DISTRICT
BONDURANT-FARRAR COMMUNITY SCHOOL DISTRICT	DAVIS COUNTY COMMUNITY SCHOOL DISTRICT	HARMONY COMMUNITY SCHOOL DISTRICT
BOONE COMMUNITY SCHOOL DISTRICT	DELWOOD COMMUNITY SCHOOL DISTRICT	HARTLEY-MELVIN-SANBORN COMMUNITY SCHOOL DISTRICT
BOYDEN-HULL COMMUNITY SCHOOL DISTRICT	DENISON COMMUNITY SCHOOL DISTRICT	HIGHLAND COMMUNITY SCHOOL DISTRICT

RFP ATTACHMENT 13 – INFORMATION SHARING AGREEMENT

BOYER VALLEY COMMUNITY SCHOOL DISTRICT	DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT	HINTON COMMUNITY SCHOOL DISTRICT
BROOKLYN-GUERNSEY-MALCOM COMMUNITY SCHOOL DISTRICT	DIKE-NEW HARTFORD COMMUNITY SCHOOL DISTRICT	H-L-V COMMUNITY SCHOOL DISTRICT
BURLINGTON COMMUNITY SCHOOL DISTRICT	DOWS COMMUNITY SCHOOL DISTRICT	HUBBARD-RADCLIFFE COMMUNITY SCHOOL DISTRICT
C AND M COMMUNITY SCHOOL DISTRICT	DUBUQUE COMMUNITY SCHOOL DISTRICT	HUDSON COMMUNITY SCHOOL DISTRICT
CAL COMMUNITY SCHOOL DISTRICT	DUNKERTON COMMUNITY SCHOOL DISTRICT	HUMBOLDT COMMUNITY SCHOOL DISTRICT
CALAMUS/WHEATLAND COMMUNITY SCHOOL DISTRICT	DURANT COMMUNITY SCHOOL DISTRICT	IKM COMMUNITY SCHOOL DISTRICT
CAMANCHE COMMUNITY SCHOOL DISTRICT	EAGLE GROVE COMMUNITY SCHOOL DISTRICT	INDEPENDENCE COMMUNITY SCHOOL DISTRICT
CARDINAL COMMUNITY SCHOOL DISTRICT	EARLHAM COMMUNITY SCHOOL DISTRICT	INDIANOLA COMMUNITY SCHOOL DISTRICT
CARLISLE COMMUNITY SCHOOL DISTRICT	EAST BUCHANAN COMMUNITY SCHOOL DISTRICT	INTERSTATE 35 COMMUNITY SCHOOL DISTRICT
CARROLL COMMUNITY SCHOOL DISTRICT	EAST CENTRAL COMMUNITY SCHOOL DISTRICT	IOWA CITY COMMUNITY SCHOOL DISTRICT
CEDAR FALLS COMMUNITY SCHOOL DISTRICT	EAST GREENE COMMUNITY SCHOOL DISTRICT	IOWA FALLS COMMUNITY SCHOOL DISTRICT
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT	EAST MARSHALL COMMUNITY SCHOOL DISTRICT	IOWA VALLEY COMMUNITY SCHOOL DISTRICT
CENTER POINT-URBANA COMMUNITY SCHOOL DISTRICT	EAST UNION COMMUNITY SCHOOL DISTRICT	JEFFERSON- SCRANTON COMMUNITY SCHOOL DISTRICT
JESUP COMMUNITY SCHOOL DISTRICT	MUSCATINE COMMUNITY SCHOOL DISTRICT	ROCKWELL CITY-LYTTON COMMUNITY SCHOOL DISTRICT
JOHNSTON COMMUNITY SCHOOL DISTRICT	NASHUA-PLAINFIELD COMMUNITY SCHOOL DISTRICT	ROCKWELL-SWALEDALE COMMUNITY SCHOOL DISTRICT
KEOKUK COMMUNITY SCHOOL DISTRICT	NEVADA COMMUNITY SCHOOL DISTRICT	ROLAND-STORY COMMUNITY SCHOOL DISTRICT
KEOTA COMMUNITY SCHOOL DISTRICT	NEW HAMPTON COMMUNITY SCHOOL DISTRICT	RUDD-ROCKFORD-MARBLE ROCK COMMUNITY SCHOOL DISTRICT
KINGSLEY-PIERSON COMMUNITY SCHOOL DISTRICT	NEW LONDON COMMUNITY SCHOOL DISTRICT	RUTHVEN-AYRSHIRE COMMUNITY SCHOOL DISTRICT
KNOXVILLE COMMUNITY SCHOOL DISTRICT	NEWELL-FONDA COMMUNITY SCHOOL DISTRICT	SAC COMMUNITY SCHOOL DISTRICT
LAKE MILLS COMMUNITY SCHOOL DISTRICT	NEWTON COMMUNITY SCHOOL DISTRICT	SAYDEL COMMUNITY SCHOOL DISTRICT
LAMONI COMMUNITY SCHOOL DISTRICT	NISHNA VALLEY COMMUNITY SCHOOL DISTRICT	SCHALLER-CRESTLAND COMMUNITY SCHOOL DISTRICT
LAURENS-MARATHON COMMUNITY SCHOOL DISTRICT	NODAWAY VALLEY COMMUNITY SCHOOL DISTRICT	SCHLESWIG COMMUNITY SCHOOL DISTRICT
LAWTON-BRONSON COMMUNITY SCHOOL DISTRICT	NORA SPRINGS-ROCK FALLS COMMUNITY SCHOOL DISTRICT	SENTRAL COMMUNITY SCHOOL DISTRICT
LE MARS COMMUNITY SCHOOL DISTRICT	NORTH CEDAR COMMUNITY SCHOOL DISTRICT	SERGEANT BLUFF-LUTON COMMUNITY SCHOOL DISTRICT
LENOX COMMUNITY SCHOOL DISTRICT	NORTH CENTRAL COMMUNITY SCHOOL DISTRICT	SEYMOUR COMMUNITY SCHOOL DISTRICT
LEWIS CENTRAL COMMUNITY SCHOOL DISTRICT	NORTH FAYETTE COMMUNITY SCHOOL DISTRICT	SHEFFIELD-CHAPIN COMMUNITY SCHOOL DISTRICT
LINEVILLE-CLIO COMMUNITY SCHOOL DISTRICT	NORTH IOWA COMMUNITY SCHOOL DISTRICT	SHELDON COMMUNITY SCHOOL DISTRICT
LINN-MAR COMMUNITY SCHOOL DISTRICT	NORTH KOSSUTH COMMUNITY SCHOOL DISTRICT	SHENANDOAH COMMUNITY SCHOOL DISTRICT
LISBON COMMUNITY SCHOOL DISTRICT	NORTH LINN COMMUNITY SCHOOL DISTRICT	SIDNEY COMMUNITY SCHOOL DISTRICT
LOGAN-MAGNOLIA COMMUNITY SCHOOL DISTRICT	NORTH MAHASKA COMMUNITY SCHOOL DISTRICT	SIGOURNEY COMMUNITY SCHOOL DISTRICT
LONE TREE COMMUNITY SCHOOL DISTRICT	NORTH POLK COMMUNITY SCHOOL DISTRICT	SIOUX CENTER COMMUNITY SCHOOL DISTRICT
LOUISA-MUSCATINE COMMUNITY SCHOOL DISTRICT	NORTH SCOTT COMMUNITY SCHOOL DISTRICT	SIOUX CENTRAL COMMUNITY SCHOOL DISTRICT
LU VERNE COMMUNITY SCHOOL DISTRICT	NORTH TAMA COUNTY COMMUNITY SCHOOL DISTRICT	SIOUX CITY COMMUNITY SCHOOL DISTRICT
LYNNVILLE-SULLY COMMUNITY SCHOOL DISTRICT	NORTHEAST COMMUNITY SCHOOL DISTRICT	SOLON COMMUNITY SCHOOL DISTRICT
MADRID COMMUNITY SCHOOL DISTRICT	NORTHEAST HAMILTON COMMUNITY SCHOOL DISTRICT	SOUTH CLAY COMMUNITY SCHOOL DISTRICT
MALVERN COMMUNITY SCHOOL DISTRICT	NORTHWOOD-KENSETT COMMUNITY	SOUTH HAMILTON COMMUNITY SCHOOL

RFP ATTACHMENT 13 – INFORMATION SHARING AGREEMENT

	SCHOOL DISTRICT	DISTRICT
MANNING COMMUNITY SCHOOL DISTRICT	NORWALK COMMUNITY SCHOOL DISTRICT	SOUTH PAGE COMMUNITY SCHOOL DISTRICT
MANSON NORTHWEST WEBSTER COMMUNITY SCHOOL DISTRICT	OELWEIN COMMUNITY SCHOOL DISTRICT	SOUTH TAMA COUNTY COMMUNITY SCHOOL DISTRICT
MAPLE VALLEY COMMUNITY SCHOOL DISTRICT	OGDEN COMMUNITY SCHOOL DISTRICT	SOUTHEAST POLK COMMUNITY SCHOOL DISTRICT
MAQUOKETA COMMUNITY SCHOOL DISTRICT	OKOBOJI COMMUNITY SCHOOL DISTRICT	SOUTHEAST WARREN COMMUNITY SCHOOL DISTRICT
MARCUS-MERIDEN-CLEGHORN COMMUNITY SCHOOL DISTRICT	OLIN CONSOLIDATED COMMUNITY SCHOOL DISTRICT	SOUTHEAST WEBSTER COMMUNITY SCHOOL DISTRICT
MARION INDEPENDENT COMMUNITY SCHOOL DISTRICT	OSAGE COMMUNITY SCHOOL DISTRICT	SOUTHERN CAL COMMUNITY SCHOOL DISTRICT
MARSHALLTOWN COMMUNITY SCHOOL DISTRICT	OSKALOOSA COMMUNITY SCHOOL DISTRICT	SPENCER COMMUNITY SCHOOL DISTRICT
MARTENSDALE-ST MARYS COMMUNITY SCHOOL DISTRICT	OTTUMWA COMMUNITY SCHOOL DISTRICT	SPRINGVILLE COMMUNITY SCHOOL DISTRICT
MASON CITY COMMUNITY SCHOOL DISTRICT	PANORAMA COMMUNITY SCHOOL DISTRICT	ST ANSGAR COMMUNITY SCHOOL DISTRICT
MEDIAPOLIS COMMUNITY SCHOOL DISTRICT	PATON-CHURDAN COMMUNITY SCHOOL DISTRICT	STANTON COMMUNITY SCHOOL DISTRICT
MELCHER-DALLAS COMMUNITY SCHOOL DISTRICT	PCM COMMUNITY SCHOOL DISTRICT	STORM LAKE COMMUNITY SCHOOL DISTRICT
MFL MARMAC COMMUNITY SCHOOL DISTRICT	PEKIN COMMUNITY SCHOOL DISTRICT	STRATFORD COMMUNITY SCHOOL DISTRICT
MIDLAND COMMUNITY SCHOOL DISTRICT	PELLA COMMUNITY SCHOOL DISTRICT	SUMNER COMMUNITY SCHOOL DISTRICT
MID-PRAIRIE COMMUNITY SCHOOL DISTRICT	PERRY COMMUNITY SCHOOL DISTRICT	TIPTON COMMUNITY SCHOOL DISTRICT
MISSOURI VALLEY COMMUNITY SCHOOL DISTRICT	PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT	TITONKA CONSOLIDATED COMMUNITY SCHOOL DISTRICT
MOC-FLOYD VALLEY COMMUNITY SCHOOL DISTRICT	PLEASANTVILLE COMMUNITY SCHOOL DISTRICT	TREYNOR COMMUNITY SCHOOL DISTRICT
MONTEZUMA COMMUNITY SCHOOL DISTRICT	POCAHONTAS AREA COMMUNITY SCHOOL DISTRICT	TRI-CENTER COMMUNITY SCHOOL DISTRICT
MONTICELLO COMMUNITY SCHOOL DISTRICT	PRAIRIE VALLEY COMMUNITY SCHOOL DISTRICT	TRI-COUNTY COMMUNITY SCHOOL DISTRICT
MORMON TRAIL COMMUNITY SCHOOL DISTRICT	PRESTON COMMUNITY SCHOOL DISTRICT	TRIPOLI COMMUNITY SCHOOL DISTRICT
MORNING SUN COMMUNITY SCHOOL DISTRICT	RED OAK COMMUNITY SCHOOL DISTRICT	TURKEY VALLEY COMMUNITY SCHOOL DISTRICT
MOULTON-UDELL COMMUNITY SCHOOL DISTRICT	REMSEN-UNION COMMUNITY SCHOOL DISTRICT	TWIN CEDARS COMMUNITY SCHOOL DISTRICT
MOUNT AYR COMMUNITY SCHOOL DISTRICT	RICEVILLE COMMUNITY SCHOOL DISTRICT	TWIN RIVERS COMMUNITY SCHOOL DISTRICT
MOUNT PLEASANT COMMUNITY SCHOOL DISTRICT	RIVER VALLEY COMMUNITY SCHOOL DISTRICT	UNDERWOOD COMMUNITY SCHOOL DISTRICT
MOUNT VERNON COMMUNITY SCHOOL DISTRICT	RIVERSIDE COMMUNITY SCHOOL DISTRICT	UNION COMMUNITY SCHOOL DISTRICT
MURRAY COMMUNITY SCHOOL DISTRICT	ROCK VALLEY COMMUNITY SCHOOL DISTRICT	UNITED COMMUNITY SCHOOL DISTRICT
URBANDALE COMMUNITY SCHOOL DISTRICT	AREA EDUCATION AGENCIES	COMMUNITY COLLEGES
VAN BUREN COMMUNITY SCHOOL DISTRICT	AEA 267	DES MOINES AREA COMMUNITY COLLEGE
VAN METER COMMUNITY SCHOOL DISTRICT	GRANT WOOD AEA 10	EASTERN IOWA COMMUNITY COLLEGE
VENTURA COMMUNITY SCHOOL DISTRICT	GREAT PRAIRIE AEA	HAWKEYE COMMUNITY COLLEGE
VILLISCA COMMUNITY SCHOOL DISTRICT	GREEN VALLEY AEA 14	INDIAN HILLS COMMUNITY COLLEGE
VINTON-SHELLSBURG COMMUNITY SCHOOL DISTRICT	HEARTLAND AEA 11	IOWA CENTRAL COMMUNITY COLLEGE
WACO COMMUNITY SCHOOL DISTRICT	KEYSTONE AEA 1	IOWA LAKES COMMUNITY COLLEGE
WALL LAKE VIEW AUBURN COMMUNITY SCHOOL DISTRICT	LOESS HILLS AEA 13	IOWA VALLEY COMMUNITY COLLEGE
WAPELLO COMMUNITY SCHOOL DISTRICT	MISSISSIPPI BEND AEA 9	IOWA WESTERN COMMUNITY COLLEGE
WAPSIE VALLEY COMMUNITY SCHOOL DISTRICT	NORTHWEST AEA	KIRKWOOD COMMUNITY COLLEGE
WASHINGTON COMMUNITY SCHOOL DISTRICT	PRAIRIE LAKES AEA 8	NORTH IOWA AREA COMMUNITY COLLEGE
WATERLOO COMMUNITY SCHOOL DISTRICT		NORHTEAST IOWA COMMUNITY COLLEGE

RFP ATTACHMENT 13 – INFORMATION SHARING AGREEMENT

WAUKEE COMMUNITY SCHOOL DISTRICT
WAVERLY-SHELL ROCK COMMUNITY SCHOOL
DISTRICT

WAYNE COMMUNITY SCHOOL DISTRICT
WEBSTER CITY COMMUNITY SCHOOL
DISTRICT
WEST BEND-MALLARD COMMUNITY SCHOOL
DISTRICT

WEST BRANCH COMMUNITY SCHOOL
DISTRICT

WEST BURLINGTON IND COMMUNITY
SCHOOL DISTRICT

WEST CENTRAL COMMUNITY SCHOOL
DISTRICT

WEST CENTRAL VALLEY COMMUNITY
SCHOOL DISTRICT

WEST DELAWARE COUNTY COMMUNITY
SCHOOL DISTRICT

WEST DES MOINES COMMUNITY SCHOOL
DISTRICT

WEST HANCOCK COMMUNITY SCHOOL
DISTRICT

WEST HARRISON COMMUNITY SCHOOL
DISTRICT

WEST LIBERTY COMMUNITY SCHOOL
DISTRICT

WEST LYON COMMUNITY SCHOOL DISTRICT
WEST MARSHALL COMMUNITY SCHOOL
DISTRICT

WEST MONONA COMMUNITY SCHOOL
DISTRICT

WEST SIOUX COMMUNITY SCHOOL DISTRICT
WESTERN DUBUQUE COMMUNITY SCHOOL
DISTRICT

WESTWOOD COMMUNITY SCHOOL DISTRICT

WHITING COMMUNITY SCHOOL DISTRICT
WILLIAMSBURG COMMUNITY SCHOOL
DISTRICT

WILTON COMMUNITY SCHOOL DISTRICT
WINFIELD-MT UNION COMMUNITY SCHOOL
DISTRICT

WINTERSET COMMUNITY SCHOOL DISTRICT
WODEN-CRYSTAL LAKE COMMUNITY SCHOOL
DISTRICT

WOODBINE COMMUNITY SCHOOL DISTRICT
WOODBURY CENTRAL COMMUNITY SCHOOL
DISTRICT

WOODWARD-GRANGER COMMUNITY
SCHOOL DISTRICT

NORTHWEST IOWA COMMUNITY COLLEGE

SOUTHEASTERN COMMUNITY COLLEGE

SOUTHWESTERN COMMUNITY COLLEGE

WESTERN IOWA TECH COMMUNITY
COLLEGE